COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shealy

2. Approval of Minutes:
   April 13, 2021

3. Bids and Purchases

4. Parks-Capital Projects: Approval of the 2021 Park and Recreation Development (PARD) Grant
   for expansion of the playground equipment at Johns Island Park, including new play structures, safety surfacing, and site work for installation. Requested funding is $35,850.74 with a 20% City Match of $7,170.15. City Match of $7,170.15 from 523000-52435 Maintenance, Playground Equipment.

5. Parks Department: Approval to accept the Arbor Day Foundation Grant in the amount of $22,125
   for the 2021 West Rock Community Tree Recovery Planting in Martin Park. No City match is required.

6. Traffic and Transportation: Approval of the annual Traffic Signal Maintenance Agreement with the
   South Carolina Department of Transportation for the initial term April 1, 2021 to March 31, 2022, which will renew for two additional terms that will run from April 1, 2022 through March 31, 2023 and April 1, 2023 through March 31, 2024, provided that terms and conditions of the agreement remain the same.

7. Office of Cultural Affairs: Approval to apply for $25,000 from the Asphalt Art Initiative of Bloomberg
   Philanthropies, to support a temporary public art project in partnership with Redux Contemporary
   Art Center in 2022. No City match required. (To be sent under separate cover by the Office of
   Cultural Affairs)

8. Office of Cultural Affairs: Approval to apply for a grant in the amount of $1,750 from South Arts to
   support fees for visiting artists for Free Verse Festival in October 2021. A 1:1 City match is required. Matching funds from private donations.

9. Planning Preservation and Sustainability: Approval to accept a Federal Grant Award from the
   Economic Development Administration in the amount of $100,000 to develop business
   development and technical assistance programming for minority-owned businesses. The grant
   period of performance is from April 7, 2021 to April 7, 2023. The City has committed an in-kind
match of $25,000 based on Minority Business Enterprise Manager’s staff time spent working on
the grant project.

10. Housing and Community Development: Approval of a grant request in the amount of $100,000
from the 2021 AARP Community Challenge. The grant when received would allow the City to
select 10 homeowners to receive $20,000 each to support the development of an affordable
Accessory Dwelling Unit on their property. Homeowners selected would need to demonstrate a
positive impact to low-and-moderate income residents and/or elderly and disabled person who
may want to “age in place” living close to family members or caregivers while also in compliance
with the Fair Housing Act. A match is not required for this grant. However, to incentivize the use of
Accessory Dwelling units, staff also proposes utilizing $100,000 from Fee-In-Lieu to leverage the
AARP funds and maximize the total number of beneficiaries of the program. This is an
after-the-fact approval.

11. The Committee on Real Estate (Meeting was held on Monday, April 26, 2021 at 3:30 p.m.,
Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. Request approval of a new Lease Agreement with the Beach Company & Pastime Amusement
Co. for the City’s new lease of three parcels for inclusion in City’s Market-Horlbeck Municipal
Parking Lot. 2-year lease, no extensions. Rent to be a base amount of $25,000 and a
percentage of net revenue. (Former 40-year lease expired December 31, 2020, with interim
extensions since.) (131 Broad Street; TMS# 457-08-02-113 (Pastime); TMS# 457-08-02-111
(Beach); TMS# 457-08-02-012 (Beach). The property is owned by the City of Charleston.

b. Request approval a new Lease Agreement with GoHoBe, LLC for the City’s new lease of its
parcel for inclusion in the City’s Market-Horlbeck Municipal Parking Lot. 2-year lease, no
extensions. Rent to be a base amount of $1,500/month, City reimburses property tax cost, City
provides 3 free parking cards; no percentage of net revenue. (Former 40-year lease Expired
December 31, 2020, with interim extensions since.) (131 Meeting Street; TMS# 457-08-02-112). The property is owned by GoHoBe, LLC. (To be sent under separate cover
by the Real Estate Department)

the Mayor to execute, on behalf of the City of Charleston, all necessary documents to enter into
that certain Third Amendment to Option to Lease and that certain Amended Ground Lease by
and among the City of Charleston, as Landlord; and Flat Iron Partners, LLC and Classic
Development Company, LLC, as tenants, under which (1) the Ground Lease is amended to
include language required by lender(s) for the development of the James Lewis, Jr. Apartment
site; and (2) the tenants’ option to enter into the Ground Lease, as amended, is extended to
August 31, 2021.

d. Consider the following annexations:

   (i) 807 Savage Road (0.193 acre) (TMS# 309-15-00-053), West Ashley, (District 7). The property is owned by Andrew Dufresne and Grace Dufresne

   (ii) Clements Ferry Road (0.15 acre) (TMS# 271-00-02-153), Cainhoy, Berkeley County, (District 1). The property is owned by Sweetwater Apts SC PH II, LLC.
e. Executive Session pursuant to Section 30-4-70(a)(2) of the South Carolina Code, to receive legal advice to discuss potential sale of property located in Grace Bridge area.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police Department
SUBJECT: POLICE DEPARTMENT UNIFORMS AND SUPPLIES
REQUEST: Approval to establish a contract for Police Department Uniforms and Supplies from Galls, LLC, 1340 Russell Cave Road, Lexington, KY 40505. Solicitation #21-P006R

COMMITTEE OF COUNCIL: Ways & Means DATE: April 27, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted
Cap. Proj. Cmte. Chair
Police Department X
Procurement Director X

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: 200000 Account #: 52006
Balance in Account Amount needed for this item $350,000.00

Does this document need to be recorded at the RMC's Office? Yes □ No □

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy L. Hartman

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
## Score-Sheet

**CPD Uniforms & Supplies**

Solicitation #21-P006R  
March 12, 2021

<table>
<thead>
<tr>
<th>Firm</th>
<th>Scores of Scorers</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galls</td>
<td>57 109 94 99 101</td>
<td>460</td>
</tr>
<tr>
<td>Heritage Armory</td>
<td>8 52 32 19 31</td>
<td>142</td>
</tr>
<tr>
<td>Read's Uniforms</td>
<td>33 86 87 68 71</td>
<td>345</td>
</tr>
<tr>
<td>Uniforms by John</td>
<td>28 79 50 81 67</td>
<td>305</td>
</tr>
</tbody>
</table>

---

**Buyer**  
3/12/2021

**Witness**  
3/12/2021
STATE OF SOUTH CAROLINA  
)  
)  
COUNTY OF CHARLESTON  
)

AGREEMENT BETWEEN THE CITY OF CHARLESTON  
AND GALLS, LLC FOR  
POLICE DEPARTMENT UNIFORMS & SUPPLIES

THIS AGREEMENT is entered into this _____ day of ______________, 20____ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and Galls, LLC (hereinafter referred to as the “Contractor”).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Police Department Uniforms & Supplies in accordance with Solicitation #21-P006R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #21-P006R (the “Request for Proposal”)
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor’s Proposal
Exhibit E: Contractor’s Cost Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional goods and/or services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.
4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional goods and/or services from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor’s performance of such requested additional goods and/or services.

5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

6. The Contractor will provide measuring on site for the initial order and for each additional recruit class. This will be accomplished by actual trial/fit sizing sets and not by tape measuring alone.

7. Preventing any manufacturing abnormalities, from the time the Contractor has all details confirmed and all personnel measured, delivery of garments should be accomplished in forty-five to sixty (45-60) days.

8. If a garment is damaged during normal wear and use, the Contractor is able to either:
   a. Send the garments to the manufacturer for repair or replacement
   b. Perform the repair or replace in-house and return to the City
   c. If the garment is defective in any way, the Contractor or the Manufacturer will pick up or arrange for pick-up of the garments from the City and will replace, repair and return the items to the City.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.
§4. Warranties and Representations

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. Subcontractors

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.
§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

**Gratuities.** It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

**Kickbacks.** It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To: City of Charleston
    John J. Tecklenburg
    Mayor
    PO Box 304
    Charleston, SC 29402

To: Galls, LLC
    David Scheve
    Chief Financial Officer
    1340 Russell Cave Road
    Lexington, KY 40505

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City’s Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City’s name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City’s employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor’s duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.
§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form 1-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.
The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor’s failure to pay any tax of any type due in connection with this Agreement.

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

________________________________________

Name
Date: ______________________________

________________________________________

Name
Date: ______________________________

WITNESSES FOR VENDOR:

________________________________________

Name
Date: ______________________________

________________________________________

Name
Date: ______________________________
EXHIBIT A

Proposal Number: 21-P006R  Proposals will be received until: March 3, 2021 @ 12:00pm
Proposal Title: Police Department Uniforms and Accessories
Mailing Date: February 2, 2021  Direct Inquiries to: Robin B. Robinson
Vendor Name: FEIN/SS#
Vendor Address:
City – State – Zip:
Telephone Number: Fax Number:

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No
If so, please provide a copy of your certificate with your response.

Authorized Signature: ____________________________ Title: ________________
Date: __________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a Police Department Uniforms and Supplies. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. DEADLINE FOR SUBMISSION OF OFFER: Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Robin B. Robinson no later than 1:00pm on February 18, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov.
INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror’s complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed “No Proposal” response form.

A “No Proposal” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor’s List.

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the handwriting must be legible. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and
documentation shall be available in a clear, concise form and reproducible upon request
"at cost" for the City's internal use. The City reserves the right to reproduce proposals
for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror’s ability to
satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-
sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by
the City of Charleston in an Addendum to this Solicitation. The City of Charleston
reserves the right to reject, in whole or in part, any proposal which does not comply with
such terms and conditions. The City of Charleston reserves the right to retain all
proposals submitted and to use any ideas in a proposal regardless of whether that
proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the
conditions contained in this Solicitation, unless clearly and specifically noted in the
proposal submitted and confirmed in any resulting contract between the City of
Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described
herein and the City reserves the option to award portions of the project to multiple
Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by
more than one company shall be deemed to be a proposal for a joint venture between or
among the companies so submitting proposals unless the proposal clearly and
unequivocally describes that only one firm proposes to act as principal and the other
firm(s) contractual position is clearly defined. The companies submitting as a joint
venture shall be held jointly and severally responsible for the entire project and shall not
be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the
information requested by the City. If errors or exceptions are found in a proposal, or if
the proposal fails to conform to the requirements of the Solicitation, the City shall be the
sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish
services in accordance with the terms and conditions listed herein. The City further
reserves the right to make the final determination as to the Offeror’s ability to provide
said services.

15. The Offeror is solely responsible for all costs and expenses associated with the
preparation of the proposal and of any supplementary presentation (including any oral
presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) Gratuiites. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

   B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS
   Each Offeror by submitting a Proposal represents that:

   A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

   B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

   C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

   D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

   E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
   It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.
19. **ADDENDA/CHANGES**

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston’s best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. **AWARD OF CONTRACT**

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. **CONTRACT ADMINISTRATION**

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. NOTICE OF AWARD OF CONTRACT
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City’s Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the “Contractor”), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor’s insurer(s) or insurer(s)’ agent(s) directly at any time regarding its coverages, coverage
amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. **INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. **OFFEROR'S QUALIFICATIONS**

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. **ASSIGNMENT**

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. SUBCONTACTORS
   A) If any subcontractors shall be used for this project, the Contractor shall provide to
      the City’s Director of Procurement a list of names of any of the intended
      subcontractors, the subcontractor's applicable license number(s), and a description
      of the work to be done by each subcontractor, if requested.
   B) The Contractor(s) shall not substitute other subcontractors without the written
      consent of the City’s Director of Procurement.
   C) Contractor(s) shall be responsible for all services performed by a subcontractor.
      Responsibilities include, but are not limited to, compliance with any applicable
      licensing regulations.
   D) If at any time the City’s Director of Procurement determines that any
      subcontractor is incompetent or undesirable, he shall notify the Contractor(s)
      accordingly, and the Contractor(s) shall take immediate steps for cancellation of
      the subcontract and replacement thereof with a subcontract that is approved by the
      City of Charleston.
   E) Nothing contained in any contract resulting from this Solicitation shall create any
      contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK
   The City may order the Contractor in writing to suspend, delay, or interrupt all or any
   part of the Work for such period of time as the City may determine to be appropriate for
   the convenience of the City of Charleston, or for noncompliance with the contract
   requirements.

34. TERMINATION
   A) **For Convenience:** The City reserves the right to terminate the contract with the
      Contractor when it is in the best interest of the City, including, but not limited to
      non-appropriation of funds. If the contract is so terminated, the City shall provide
      the Contractor with a minimum of sixty (60) days written notice and shall
      compensate Contractor for all necessary and reasonable direct costs of performing
      the services actually accomplished as of the date of termination. No other costs
      shall be allowed for a termination for convenience. No damages shall be allowed
      for a termination for convenience.
   B) **For Default:** If the Contractor fails to comply with the terms of the contract the
      City shall notify the Contractor in writing of the specifics regarding such
      noncompliance. If the Contractor fails to begin to cure the noncompliance within
      five (5) days after the notice, the City may terminate the contract by written notice
      to the Contractor with a minimum of thirty (30) days thereafter and Contractor
      shall only be compensated for services actually completed prior to termination,
      contractor shall not be entitled to any costs or damages resulting from a
      termination under this section.
35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS
   A) If equipment, materials and supplies are to be a part of the service provided, all
      equipment, materials, and supplies incorporated in the work covered by the Proposal
      and provided by the Contractor(s) are to be new and of the most suitable grade for
      the purpose intended. Unless otherwise specifically provided in this Solicitation,
      reference to any equipment, material, supply or patented process, by trade name,
      make or catalog number, shall not be construed as limiting competition. When
      requested, the Contractor(s) shall furnish to the City for approval the name of the
      manufacturer, the model number, and other identifying data and information
      respecting the performance, capacity, nature and rating of the machinery and
      mechanical and other equipment which the Contractor(s) contemplates incorporating
      in the work. When required by this Contract or when called for by the City the
      Contractor(s) shall provide full information concerning the material or supplies
      which he contemplates incorporating in the work. Machinery, equipment, material
      and supplies installed or used without the required prior approval shall be at the risk
      of subsequent rejection.

   B) By signing its proposal, the successful Offeror(s) shall be deemed to have
      represented that its staff is knowledgeable about and experienced in performing the
      work required in this Solicitation and warrants that it shall use best skill and
      attention to provide the above described work in a professional, timely manner.

   C) The City may, in writing, require the Contractor(s) to remove from the work any
      employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS
   All applicable Federal, State and local laws, ordinances, and rules and regulations of any
   authorities shall be binding upon the Contractor(s) throughout the pendency of this
   Project. The Contractor(s) shall be responsible for compliance with any such law,
   ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the
   event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES
   A) The Contractor(s) shall, without additional expense to the City of Charleston, be
      responsible for obtaining all necessary licenses and permits required by the State of
      South Carolina, or the City of Charleston or any other authority having jurisdiction.

   B) Contractors and subcontractors are responsible at all times for obtaining applicable
      work permits and licenses of any kind.

38. DISPUTES
   Any bona fide dispute concerning the bid, proposal, request for qualifications or
   Agreement shall be resolved by the courts of the State of South Carolina. In the event any
   litigation is commenced with respect to any matter set forth in the aforementioned
   documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and
   all other reasonable direct costs associated with such litigation from the non-prevailing
   party.
39. STATE AND LOCAL TAXES
   A) Except as otherwise provided, contract prices shall include all applicable state and
      local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each
      and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South
      Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and
      such sums shall be paid over to the South Carolina Department of Revenue (the
      "SCDOR"). When and if the City receives an executed SCDOR Form I-312,
      Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such
      withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine
      percent (9%) South Carolina sales and/or use tax, which amount shall be itemized
      and shown on all invoices, and shall be paid to the SCDOR by Contractor. If
      Contractor is a non-South Carolina company, the City shall withhold said amount
      from all invoices and remit payment to the SCDOR, unless Contractor furnishes City
      with a valid South Carolina Use Tax Registration Certificate Number.

   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense
      incurred by, levied upon or billed to the City as a result of Contractor's failure to pay
      any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE
    The contents of this Solicitation, including all drawings, attachments, specifications,
    exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing
    List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
    The contractor shall be required to assume sole responsibility for the complete effort as
    required by this Solicitation. The City shall consider the contractor to be the sole point
    of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL
    Ownership of all data, material and documentation originated and prepared for the City
    pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE
    (Note: This clause applies to any resultant contract of $50,000 or more). The City of
    Charleston requires compliance with the South Carolina Drug Free Workplace Act. By
    submission of a signed proposal, you are certifying that you shall comply with this Act.

44. FUNDING
    Offerors shall agree that funds expended for the purposes of the contract must be
    appropriated by the City of Charleston for each fiscal year included within the contract
    period. Therefore, the contract shall automatically terminate without penalty or
    termination costs if such funds are not appropriated. In the event that funds are not
    appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's
    right to pursue and contract for alternate solutions and remedies as deemed necessary by
the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. **SUBMITTING CONFIDENTIAL INFORMATION**

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous: use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. **RECORDS RETENTION & RIGHT TO AUDIT**

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. **UNSUCCESSFUL OFFERORS**
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. **PAYMENT FOR GOODS & SERVICES**
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. **DISCUSSION/NEGOTIATION:**
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. **DEFAULT**
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. **FORCE MAJURE**
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
54. **EXCEPTIONS AND DEVIATIONS**
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. **PROMPT PAYMENT DISCOUNT TERMS**
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. **AFFIRMATIVE ACTION**
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

65. **TERM**
   The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
NO PROPOSAL RESPONSE FORM

<table>
<thead>
<tr>
<th>Proposal Number: 21-P006R</th>
<th>Proposals will be received until: March 3, 2021 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title: Police Department Uniforms and Accessories</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: February 2, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Minority or Women Owned Business:</td>
<td></td>
</tr>
<tr>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>If so, please provide a copy of your certificate with your response.</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

To submit a “No Proposal” response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your “No Proposal” response

- [ ] Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- [ ] Specifications are ambiguous (explain below).
- [ ] We are unable to meet specifications.
- [ ] Insufficient time to respond to the solicitation.
- [ ] Our schedule would not permit us to perform.
- [ ] We are unable to meet bond requirements.
- [ ] We are unable to meet insurance requirements.
- [ ] We do not offer this product or service.
- [ ] Remove us from your vendor list for this commodity/service.
- [ ] Other (specify below).

Comments: _________________________________________________________

____________________________________________________________________

____________________________________________________________________

23
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email

Telephone Number/Toll Free Also (If Available)

Remittance Address

Fax Number

City, State, Zip

Date

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes    ☐ No
If so, please provide a copy of your certificate with your response.
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

   Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

   Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

   The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   □ Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   □ Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: ________________________________

_____________________________________________
Signature

______________________________
Date

______________________________
Print Name

______________________________
Title

Witness
AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of __________________________

(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

○ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

○ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

○ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

○ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

○ 5. Attended any pre-solicitation meetings scheduled by the City.

○ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

○ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

○ 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

○ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

○ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

○ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: ______________ Name of Authorized Officer (Print/Type): ________________________________

Signature: ________________________________

Title: ________________________________
## AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts  
(Use as many sheets as necessary)

1. ____________________________, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
<tr>
<td>Minority Group Type</td>
<td>(Women)</td>
</tr>
<tr>
<td>☐ (African American)</td>
<td>☐ (Women)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (American Indian)</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>☐ Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

2. Minority Firm Name and Contact

<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
<tr>
<td>Minority Group Type</td>
<td>(Women)</td>
</tr>
<tr>
<td>☐ (African American)</td>
<td>☐ (Women)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (American Indian)</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>☐ Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

3. Minority Firm Name and Contact

<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
<tr>
<td>Minority Group Type</td>
<td>(Women)</td>
</tr>
<tr>
<td>☐ (African American)</td>
<td>☐ (Women)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (American Indian)</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>☐ Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

4. Minority Firm Name and Contact

<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
<tr>
<td>Minority Group Type</td>
<td>(Women)</td>
</tr>
<tr>
<td>☐ (African American)</td>
<td>☐ (Women)</td>
</tr>
<tr>
<td>☐ (Asian American)</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>☐ (American Indian)</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>☐ Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ___________________________  Name of Authorized Officer (Print/Type):

Sworn to before me this ______ day of ____________, 20__.

Notary Public for the State of ___________________________
My Commission Expires: ___________________________
Print Name: ___________________________
Phone Number: ___________________________
Address: ___________________________

Signature: ___________________________

Title: ___________________________

Notary Seal: ___________________________

30
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of __________________________________________. I hereby certify that on the
_________________________________________________________, Total Project Amount $________________________

(Project Name)
I will make a good faith effort to expend a minimum of ________% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total MBE Participation: __________ %  $________

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);
Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:__________________  Name of Authorized Officer (Print/Type):______________________________

Signature:__________________________  Title:____________________________________________

Sworn to before me this ______ day of__________, 20__.  Notary Public for the State of______________
My Commission Expires:__________________________  Notary Seal:
Print Name:____________________________  Phone Number:____________________________
Address:_______________________________
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of __________________________________________

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ______________________________

_________________________________________ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of
this type Project, and normally performs and has the capability to perform and will perform all the

elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in

support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the

Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined

the information in this affidavit, and to the best of my knowledge and belief, this information is true,

correct and complete.

Date:_________ Name of Authorized Officer (Print/Type):________________________________________

Signature:________________________________________________________

Title:____________________________________________________________

Sworn to before me this _____ day of ___________ 20___.
Notary Public for the State of __________________________
My Commission Expires: _______________________________________
Print Name:_____________________________________________________
Phone Number:__________________________________________________
Address:________________________________________________________

______________________________________________________________
References
Bidders/Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GENERAL INFORMATION

The City is soliciting proposals from vendors that can provide Uniforms and Supplies for the Charleston Police Department.

PROCUREMENT PROCESS
The RFP (Request for Proposal) is not a bid. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS
Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm February 18, 2021. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

ORAL STATEMENTS
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT
If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City’s endorsement of the successful Offeror’s product or services.

PROPRIETARY INFORMATION
If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS
Respondents’ contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.
CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City’s agent or employee.

DISQUALIFICATION OF OFFERORS
Offerors may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT
The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR’S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

PROPOSAL PREPARATION
All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror’s proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS
Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (March 3, 2021 @ 12:00pm) of their proposal by the City. Proposals
received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

**Late Proposal documents will not be accepted under any circumstances.**

**REQUIRED FORMS AND SIGNATURE PAGES**
Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

**NUMBER OF PROPOSALS SUBMITTED**
Each Vendor must submit one (1) unbound Original (Single Sided) and seven (7) bound copies (can be Double Sided) of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “Original” on the original proposal.

**RESPONSE FORMAT AND ORGANIZATION**
To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

**COMPLETION OF RESPONSES**
Only information presented in the Proposal will be used to evaluate the uniforms that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

**PROPOSAL FORMAT**
Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume and all documentation submitted with the proposal should be bound in that single volume, where practical.
a) All proposal packages should be clearly marked "21-P006R Police Uniforms and Supplies" and submitted in a sealed envelope.
b) Technical and Price proposals should be submitted together; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal.
c) Proposals must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals must be received in the City’s Procurement Office no later than 12:00pm on March 3, 2021. Late proposals will not be accepted for any reason.
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the proposal.
h) Offerors should submit proposals in the following format:

1. **Title Page:** Should show the RFP’s subject; the Offeror’s name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. **Table of Contents:** Provide a Table of Contents to aid the evaluation of the proposal.

3. **Transmittal Letter:** Proposal should include a signed letter of transmittal briefly stating the Offeror’s understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of “why” the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. **Detailed Proposal:** The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Police Department Uniforms and Supplies to the City in conformity with the requirements of this RFP.

   Offerors should address all the points outlined in the Criteria Factors.

**PROPOSAL EVALUATION PROCESS**
The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified
as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the Offeror.

**PROPOSAL EVALUATION CRITERIA FACTORS**
The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

**Criteria Factors**

a) Organization and Approach to Proposal Submission  
b) Company History and Stability  
c) Summary of experience, qualifications and past performance and ability to provide the services required as contractor  
d) Minimum of four similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, email address and contact person and date of service provided  
e) Order Processing Options  
f) Provide evidence of product, ability to meet schedules (turnaround time), proper sizing, cooperation and responsiveness.  
g) Has an Electronic Accounting System and Ordering Ability  
h) Cost

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.
SCOPE OF WORK AND SPECIFICATIONS

The purpose of this solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Police Department. It will cover the actual items as well as sewing and repair service of the garments.

The City would like for the Vendor to provide the option for all ordered items to be delivered to the appropriate supply location.

The Vendor will be required to place orders with article manufacturers within two (2) business days of order receipt from the City. The Vendor will need to provide written proof, within three (3) business days, that an order has been placed with the manufacturer and specify the date they (the Vendor) anticipates receiving the product(s) from the manufacturer. In addition, the vendor will provide a 24 hour response time Monday through Friday on questions. Vendor shall provide the Police Department with a weekly update on outstanding items on order and their status.

Vendor must provide a complete statement regarding materials and workmanship warranties offered on each item in this solicitation. The City reserves the right to ask for this information on items not listed in this solicitation.

Vendor must be able to apply sewn-on name strip, rank specific insignia and department patches. Successful Vendor will be given a sample of the actual insignia and patches upon award.

The Vendor shall work directly with each City employee to take his/her order including alteration measurements, alterations, sewing on of patches, insignias, and the embroidered employee’s name strip. The Vendor will be made available for on-site fittings for recruits and promotions. Patch attachment and embroidery needs shall include: Illustration indicating the specific location of insignias and police department patch.

Vendor shall provide full time alteration option including but not limited to: waist, hem, seat of pants, zippers, sleeves and side-seams on shirts for uniform purchases at no additional cost. Embroidery work shall be provided at the cost stated on Cost Proposal. Alterations and attachment of patches on previously purchased items shall be performed at cost on the Cost Proposal. Any items needed to perform requirements of this solicitation (i.e. thread, buttons, zippers, hooks, etc.) shall be furnished by the Vendor. All hems must be done in a manner that conceals the thread line as much as possible. All sewing and alterations shall be done in a first class manner consistent with a first class tailoring shop. All supplies and materials shall be first class, of the proper color, and be able to withstand extreme wear. In the event any stitching becomes undone within sixty (60) days of alterations or repair, the Vendor shall repair it at no cost to the City.

Vendor must stock sizes XS-XXXL for men and XS-XXXL for women. Vendor must have the operations and ability to maintain an adequate inventory of items specified in this solicitation in order to comply with a turn-around time (TAT) of 10 days or less in the case of emergencies. Any item that is not in stock shall be delivered within two weeks after receipt of order.

The Vendor awarded the contract will provide all patches, insignia and sewn-on items as required for the uniform. All articles of clothing will be supplied to the employee neatly pressed.
Any time the Vendor orders an incorrect item, color, model, etc., the Vendor will, at their expense, provide express shipping service to/from the manufacturer and to/from the City of Charleston to replace the item with the correct one. In addition, vendor will provide access to a local alterations shop for items not fitted correctly; at vendors cost with validation proof of vendors error.

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.

The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery or engraved product prior to release to the City.

Any embroidery or engraving related errors, imperfections, mistakes, quality issues, etc. will require the Vendor to replace the base item, at their expense, along with express shipping to/from the manufacturer and/or the City.

Under no circumstances are patches, emblems, insignia, images, etc. depicting or representing the Charleston Police Department or any of its entities, special units, etc. be used or applied without express written approval from the Supply unit of the Police Department. There are no “all encompassing” approvals.

The Vendor should give information detailing their automated tracking system. This system should include the following:

- **Secure Online Ordering System**
  - Only accessible by users defined and approved by CHARLESTON PD through unique usernames and password assignment

- **Mobile Device Compatibility**
  - Compatible with all smart phones and tablets

- **Configurable based on CHARLESTON PD Uniform Program Requirements**
  - Designable to support a broad range of CHARLESTON PD uniform program requirements
  - Uniform program profile must be established to be serviced through online portal
  - Profile must be able to define the operating parameters in which the system will govern the program, to include: employee management, allotment management, product offering, delivery requirements, and invoicing

- **Employee Management**
  - Site must provide an employee-based management and tracking segment.
  - Employee information, required to properly process order and provide management reports, must be warehoused in the systems data storage. This information includes: employee code, name, anniversary date, department, rank, assigned location, designation, and employee group.
  - Historical & distribution data must also be maintained for each employee. This data will be the basis for management reports and must be collected as orders are
placed and distributed. Historical data includes items distributed (to the size level), along with quantities and order/shipment dates.

- **Product Offering Management**
  - Product offerings for the uniform program must be defined and assigned to the respective employee groups.
  - Employee Groups, represents a job function or physical location. “Patrol”, “Bike”, “K-9”, etc. with each group having specific uniform products assigned to them. During order placement, only products associated with the location the employee is assigned to should be available for order.
  - Site must support alterations, such as trouser hemming, application of patches, etc. These elements will be defined based on the requirements of the uniform program

- **Ability to shop distributors full catalog through site**
  - View and shop full product offering through the website at a negotiated percent discount off retail.

- **“Package Ordering” option**
  - Ability to create “Packages” of items that are frequently ordered at the same time (ex. “New Hire Package,” “New Vehicle Package”)

- **Allotment Management**
  - Provide employee allotment management based on dollars OR units.
  - When permitted by the uniform program profile, employees must have ability to purchase uniforms in excess of their allotment amount via credit card.
  - Ability to systematically renew on the employee’s anniversary date, or a specific date.

- **Controlled Uniform Order Placement**
  - Website must control uniform order placement by tying together the Employee, Product Offering, Location and Allotment Management segments of the system, as governed by the uniform program profile.

- **Optional On-Line Order approval**
  - Ability for all orders or certain orders to be approved by an Administrator prior to being processed. Allow for approval gates to be established from shipping to order dollar amount as defined in the Uniform Program Profile. Orders should remain in “Hold for Approval” status until released by an Administrator. Create system generated approval emails sent to the Administrator which allows the order to be approved (or denied) through links provided in the email, or on the Administrator’s user dashboard on the website.

- **Administrator Site Maintenance**
  - Ability for website administrator to add/remove product as needed
  - Access for administrators to submit work requests through website software so that requests are visible through a workflow and accompanied by automatic email updates

- **Integrated with Distributors ERP system**
- Site must be integrated with distributors order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
- When an order is placed in the system, it must pass directly to the distribution system for fulfillment of the order. Through the fulfillment process, the system must be updated: 1) to confirm that the order was successfully received into the distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates must be included in the data passed to the website from the distribution system.

**Real time On-Demand Management Reporting**

- Provide flexible, on-demand reporting with output into Excel .xls or Excel .xlsx.
- Report examples include:
  - Allotment Report
  - Order History Sales report
  - Detailed itemized sales report that includes an itemized list of delivered items
  - Allotment Activity Report
  - Unit Allotment Activity Report
  - Backorder Report

- **CHARLESTON PD management of employees**
- Allow for department Administrators to have the ability to assign new users to the website, update user profiles, Locations, etc.

**CHARLESTON PD management of inventory**

- Provide a tool to track the CHARLESTON PD on-site inventory regardless of where items were purchased.
- This management tool must allow Administrators to issue items to individuals, track those issues, and track return status of items.
- 3 Major Components:
  - Inventory Management—
    - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
    - Load SKUs from Uniform Program or load items received from other distributors
  - Serial Number/Expiration Tracking
    - Allow administrators to input the number of serial numbers to capture on an item and expiration in months
    - Users and administrators receive automatic notifications in advance of expiration dates
    - System must adapt with standard UPC scanners and signature pads for quicker serial number entry and item issuing
  - Agency Issues
- Issue items to individuals, capture signature upon receipt by individual
- Ability to return items from individuals and designate if "damaged" or "reusable" with "reusable" returns auto-loading back into the Inv. Mgmt. tool
- Reporting must be available for this feature

The Vendor should detail their process for handling and filling orders from start to finish. The Vendor should have the ability to send the orders direct to a specified location. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

If the Vendor has not previously performed the services for the City, the City reserves the right to require a test period to determine if the Vendor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Vendor or to select another Vendor.

All repairs will require written authorization via a Charleston Police Department work order specifying the work to be completed. The vendor will be responsible for uniform repair cost for work completed without the appropriate authorization work order. No repairs will be made to civilian clothing belonging to an employee unless specifically authorized on the work order. Any alterations to the seat area of any trousers shall be at the employee's expense, unless specifically authorized by a work order. The tapering of any uniforms will be totally at the expense of the employee.

During performance of the Contract, and the City becomes aware of better prices offered from outside Vendors, the City will provide the Awarded Vendor an opportunity to revise its price to match outside Vendor pricing. If the Awarded Vendor is unable or unwilling to revise the price, the City reserves the right to procure such items from outside vendors.

The City may require additional items/duties of a similar nature, but not specifically listed in this solicitation. The Awarded Vendor shall agree to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Vendor sixty (60) days written notice.

If any additional discounts are offered, please provide a statement on how discounts are applied and/or what items or services they are for.

NOTE: Vendors must either:
1) Submit published price list(s) with their proposal (on paper and flash drive), and
2) Provide a Web address where the list(s) may be accessed.
Vendor Questionnaire:

1. What would be the maximum number of days you would require to complete any of the above tasks? _______ days.

2. List below the location(s), street address and city where the work will be performed? Is the work done in-house or sub-contracted? If it is sub-contracted, provide information on the sub-contractor.

3. Is the embroidery performed in-house or sub-contracted? If sub-contracted, provide information on the sub-contractor. Also provide information on turn-around time for embroidery.

4. What are your days and hours of operation?

5. What is the number of years’ experience you have in providing similar services?

   _______ Years

6. List the names of those persons who will have a management or senior position working with the City if you are awarded the contract. List name, title or position, and project duties.

7. Describe inventory limitations or any other factor that might affect the two week turn-around time required by the City.
Embroidery. While alterations and attachment of patches and insignia is included as part of the price of uniform articles, embroidery may be charged as a separate cost. If there is an additional cost to embroider names, state cost below.

Additional Items and Accessories. There may be occasions when Uniformed Employees may require items not listed in this solicitation. The City would like to have a discount off of other related items that are offered by your company and covered by their uniform allowance. Please state an overall discount, or discounts for other items offered by your company in the space below or on a separate sheet.

<table>
<thead>
<tr>
<th>Description/Category</th>
<th>Brand/Mfg. Name</th>
<th>% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

There may be occasions when Uniformed Employees may need alterations, attachment of insignias, embroidery of names, etc., after the initial purchase of an item. Please provide a description of the cost for such service in the space below or on a separate sheet.

Warranties. Vendor warrants that the workmanship and/or merchandise will conform to its description and any applicable specifications and shall be of good, merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty of service guarantee given by Vendor to the City.
ATTACHMENT A
Uniform Details
ATTACHMENT B
Items Cost Sheet
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ___ Yes ___ No

2. Did you sign the Certificate of Familiarity form?
   ___ Yes ___ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ___ Yes ___ No

4. Did you sign the applicable Affidavit?
   ___ Yes ___ No

5. Did you mark your “Original” Bid and provide the required # of copies?
   ___ Yes ___ No

6. Did you complete and include all pricing sheets?
   ___ Yes ___ No

7. Did you include the required references?
   ___ Yes ___ No

8. Did you provide a copy of insurance and all other documentation requested?
   ___ Yes ___ No

9. Did you include and sign any addenda?
   ___ Yes ___ No

10. Did you double check to make sure you have included everything that is requested?
    ___ Yes ___ No

If you have any concerns, please do not wait until after opening to raise them. At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.
DATE: February 22, 2021
TO: All Bidders
FROM: Robin B. Robinson
RE: 21-P006R – Police Dept. Uniforms and Supplies RFP

The addendum #1 Q&A to the solicitation is being made for the following reasons:

Q-1 Is this all or nothing or can line items be purchased separate from different vendors?
A-1 We reserve the right to purchase from any vendor.

Q-2 Do you anticipate extending the bid due date?
A-2 Not at this time.

Q-3 What additional details are you willing to provide, if any, beyond what is stated in the bid documents concerning how you will identify the winning bid?
A-3 All information pertaining to award has been provided in the RFP document.

Q-4 Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?
A-4 It was not.

Q-5 Other than your own website, where was this bid posted?
A-5 We advertised in The Chronicle, the Post & Courier and the SCBO (South Carolina Business Opportunities) website.

Q-6 On the previous solicitation (Summer 2020), we provided alternate samples of certain garments with the intent to obtain “approved equal” status. Can we submit information on alternate garments that meet or exceed your specifications and if so, what do we need to provide in addition to pricing – specifications sheet, catalog information and/or a sample?

A-6 We would need a sample of the garment to ensure the colors match the colors we currently are issuing.

Q-7 Primary Solicitation Document:
   a. Page 31 – Can you provide clarity on what would constitute a 10 day (or less) turnaround in case of emergencies?

   b. Page 31 – You inserted new verbiage that indicates “the vendor should have the ability to send the orders direct to a specified location”. Can you provide clarity on what this means – shipping to multiple department locations? Shipping to our local retail store? Shipping to officer’s homes?

A-7 a. 10 calendar days

   b. Shipping to wherever the order needed to be shipped.

Q-8 Photo Pages -
   a. Page 19-23 – You include items like screen printed/heat pressed t-shirts, sweatshirts, shorts, etc. These are not included on the garment/accessories spreadsheet.
      i. Should these items be priced on the pricing response sheet?

      ii. If so, can you provide manufacturer names and part numbers, colors, and if the art is screen printed or heat pressed?

A-8 i. Yes

   ii. Provided; screened printed

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement ____________________________ Date ____________________________
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS’ COMPENSATION**: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.
The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or
in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

   City of Charleston
   Procurement Division
   75 Calhoun Street, Suite 3500
   Charleston, SC 29401
City of Charleston Police Department
Uniforms and Accessories
#21-P006R

Due: 3/2/2021 @ 12Noon

Galls, LLC Proposal
1340 Russell Cave Road Lexington, KY 40505

Contact: Lindsay Rose
Rose-Lindsay@galls.com
859-800-1402
Table of Contents:

Section #1: Transmittal Letter

Section #2: Firm Qualifications

Section #3: Stocking, Distribution and Fulfillment

Section #4: Order Process- eQuip and Reporting Examples

Section #5: Pricing

Section #6: Warranty

Appendix #1: RFP Cover Page and Certificate of Familiarity

Appendix #2: Certificate of Insurance

Affidavit B

Appendix #3: References

Appendix #4: Vendor Questionnaire

Appendix #5: Addendum #1

Appendix #6: Vendor Checklist
March 1st, 2021

RE: Charleston Police Department- Uniforms and Accessories #21-P006R

To Whom it May Concern:

Galls, LLC ("Galls") has assembled the best team of dedicated professionals to serve your uniform needs. The City of Charleston's ("CPD") personal contact will coordinate with our merchandisers, buyers and customization department to make sure Galls meets your uniforms criteria for comfort, performance, and design. Having a personal contact allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.

Galls offers several solutions as part of our value proposition to include:

**Dedicated Account Management Team** – This team will consist of seasoned individuals who understand the complex needs of your program and can offer world class customer service. This team will assist with all fit session needs and will be the day-to-day contact for your business.

**Contract Management Team** – This team exists to help support Sales efforts on the backend side of the business to ensure that all operations are meeting your expectations (products, websites, and contract compliance).

**Partner Site** – Galls has a robust website tool that offers a wide variety of functionality to include customer defined product offering, contract pricing, embellishments for uniforms, order tracking and history, tracking of allotments in dollars or units, hierarchal approvals, etc.

**Largest Offering in the County** – Galls has products from over 600 industry suppliers as well as its own private label value priced products. If desired, we can build in a predetermined discount for our entire offering and put a link to Galls.com on your partner site. This will allow your personnel to make personal purchases with their own funds at a discounted rate.
Galls, LLC confirms that we comply with all provisions in this RFP and that all information attached is true and complete.

Galls, LLC corporate headquarters is located at 1340 Russell Cave Road, Lexington, KY 40505. Contact person for this proposal will be Lindsay Rose. You can reach Lindsay at 859-800-1402 or Rose-Lindsay@galls.com.

In conclusion, we are committed to perform the work needed by the CPD within the time period requested. We feel we offer a complete solution to the City of Charleston's needs. We will hold this offer firm and irrevocable for ninety (90) calendar days.

Sincerely,

[Signature]

David Scheve
Chief Financial Officer
Galls, LLC
Section #2 Firm Qualifications

Galls, LLC ("Galls") has many long-standing contracts across the United States with agencies of all sizes. Galls has three dedicated distribution centers and over 85 branch operations, consisting of contract service centers and retail storefronts. We have approximately 750 formal contracts that we service daily from one or more of our 85+ locations.

Galls is the leading distributor of products from over 1500 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means less backorders, faster service, and faster delivery.
Galls has been in business for more than 53 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,000 employees. Galls generates over $535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. We are proud to serve America’s public safety professionals.

- Founded in 1967
- Purchased by ARAMARK (1995)
- Acquired Long Beach Uniform (2002)
- Purchased by CI Capital Investment Group (2011)
- Acquired Quartermaster Uniforms (2012)
- Acquired Roy Tailors of Cincinnati/Columbus, OH (2013)
- Acquired Best Uniforms (2014)
- Acquired Blumenthal Uniforms (2014)
- Acquired Lone Star Uniforms (2014)
- Acquired Sterling’s Public Safety Inc. (2015)
- Acquired U.S. Calvary (2016)
- Acquired Apparel Sewn Right (ASR) (2016)
- Acquired Alamar Uniforms (2016)
- Acquired Rosen’s Uniforms (2016)
- Acquired Azar’s Uniforms (2016)
- Acquired Neve’s Uniforms (2016)
- Acquired Uniforms Unlimited (2016)
- Acquired Arslan Uniforms (2017)
- Acquired Patriot Outfitters, LLC (2017)
- Acquired Carpenter Uniforms (2017)
- Acquired Carpenter Uniforms and Promotional Products (2017)
- Acquired Red the Uniform Tailor (2017)
- Purchased by Charlesbank Capital Partners, LLC (2018)
- Acquired Lark Uniforms (2018)
- Acquired Samzie’s Uniforms (2018)
- Acquired Universal Uniforms (2019)
- Acquired Keystone Uniforms and On Guard Apparel (2019)
Section #3 Stocking, Distribution and Fulfillment

Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately $100M in on-hand inventory. The IM department utilizes an integrated inventory management forecasting system which is fully automated. The system uses complex algorithms to compute current and future needs on finished goods inventory. Galls’ IM Team reviews electronic data provided by the system and then adds human logic as well as customer input. Purchase Orders are then released for finished goods to our vendors. This process considers constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs.

Galls’ distribution center (DC) is in Lexington, KY. The DC is approx. 350,000 square feet, containing 40,000 active pick locations and 38,000 reserve locations. Current capacity is 82% in active and 84% in reserve. Galls has a fully automated warehouse management software tool and state of the art conveyor system for order fulfillment allowing us to ship an average of 2,700 orders daily or 700k orders annually. Also note, Galls has 2 additional distribution centers; one in Cerritos, California with 50,000 square feet and the other in Olathe, Kansas with 30,000 square feet.

Product Availability

Galls is the City of Charlottes’ reliable source for quality, in-stock public safety equipment and apparel. Like you, we’re quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. However, your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand.

No one can compare to our full spectrum of in-house customization options for apparel and gear. We offer full-service customization in multiple locations including Lexington and our localized branches.

Galls has the largest on-hand inventory in the public safety industry. This means less backorders, faster service and faster delivery. Galls also has the right inventory to match the market trends, so you are always ordering the latest and best in the industry.
# Table of Contents

<table>
<thead>
<tr>
<th>General Site Use</th>
<th>Shop Galls</th>
<th>Order Approval</th>
<th>Asset Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slide</td>
<td>Topic</td>
<td>Slide</td>
<td>Topic</td>
</tr>
<tr>
<td>3</td>
<td>Logging In</td>
<td>24</td>
<td>Shop Galls.com</td>
</tr>
<tr>
<td>4</td>
<td>Guest Shopping</td>
<td>26</td>
<td>Force Credit Card</td>
</tr>
<tr>
<td>5</td>
<td>Email Credentials</td>
<td>27</td>
<td>Category Restriction</td>
</tr>
<tr>
<td>6</td>
<td>User Management</td>
<td></td>
<td>Allotment Management</td>
</tr>
<tr>
<td>7</td>
<td>Site Views</td>
<td>29</td>
<td>Dollar Allotments</td>
</tr>
<tr>
<td>8</td>
<td>Product Assortments</td>
<td>30</td>
<td>Credit Card Payment</td>
</tr>
<tr>
<td>9</td>
<td>Ordering Products</td>
<td>31</td>
<td>Excluding Tax/Freight</td>
</tr>
<tr>
<td>12</td>
<td>Bulk Purchasing</td>
<td>32</td>
<td>Allotment Summary</td>
</tr>
<tr>
<td>13</td>
<td>Shopping Lists</td>
<td>33</td>
<td>Dollar Adjustments</td>
</tr>
<tr>
<td>14</td>
<td>Order Reasons</td>
<td>34</td>
<td>Unit Allotments</td>
</tr>
<tr>
<td>15</td>
<td>Optional Line Details</td>
<td>35</td>
<td>Unit Balances</td>
</tr>
<tr>
<td>16</td>
<td>Order Notes</td>
<td>36</td>
<td>Allotment Summary</td>
</tr>
<tr>
<td>17</td>
<td>Checkout Agreement</td>
<td>37</td>
<td>Unit Adjustments</td>
</tr>
<tr>
<td>18</td>
<td>Checking Out</td>
<td>38</td>
<td>Dual Allotment</td>
</tr>
<tr>
<td>21</td>
<td>Order Confirmation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Order Pickup Notice</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Package Ordering</th>
<th>Budget Management</th>
<th>Advanced Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slide</td>
<td>Topic</td>
<td>Slide</td>
</tr>
<tr>
<td>72</td>
<td>Packages Overview</td>
<td>52</td>
</tr>
<tr>
<td>73</td>
<td>Setting up a Package</td>
<td>53</td>
</tr>
<tr>
<td>74</td>
<td>Ordering for Individuals</td>
<td>54</td>
</tr>
<tr>
<td></td>
<td></td>
<td>55</td>
</tr>
<tr>
<td></td>
<td></td>
<td>56</td>
</tr>
<tr>
<td></td>
<td></td>
<td>57</td>
</tr>
</tbody>
</table>

CONFIDENTIAL
General Site Use

Login and Credentials
Site Navigation
Ordering Products
Checking Out
Logins and Credentials

SIGN IN
If you have an account with us, please enter your user name and password below and we'll log you in.

* User Name

* Password

Forgot your password?

SIGN IN

HAVING TROUBLE LOGGING IN?
If you're unable to log into your account, we recommend you try requesting your password. If that doesn't help, contact your support team at helpdesk@yourcompany.com.

Secure Login Page

- eQuip users will be provided a unique username and default password to access the site.

- Upon first login, users will be prompted to set a secure password.
Logins and Credentials

SIGN IN
If you have an account with us, please enter your user name and password below and selecting 'Sign In'.

- User Name: [ENTER]
- Password: [ENTER]

- Forget your password?
- Create new account?

SIGN IN

NEW CUSTOMERS
START SHOPPING NOW

You will have the option to create an account when completing your order.

Guest Shopping

- Some eQuip programs may allow users to shop a site without logging in.

- Users will be prompted to either sign in with an existing account or create an account prior to checking out.
Logins and Credentials

User Credentials

- Administrators will have access to send out user credentials to the entire user list or just specific users they select from the list.

- This email will include the username, password, and a link to the site.
### Logins and Credentials

#### User Management

- Administrators will have access to add and edit users on the site.
- The "Shop As" button also highlighted will allow administrators to shop the site as if they were logged in as that individual.
Site Navigation

Unique Product Views

- eQuip supports multiple product views where users can be assigned and only shop from a limited assortment and customization selections.

- These locations can have pre-loaded purchase order information and unique account numbers if needed.
Site Navigation

Unique Assortments

- Products can be found along the left-hand navigation column
- eQuip administrators can designate how these categories are named and arranged
- Clicking in to a product assortment will display the products available for purchase
On the product page, users will be prompted to select a size and quantity of the item.

If customization is available for the item, it can be marked as mandatory (shown here) or as optional (next slide).

Monogramming can also be defaulted to display the user's name in various formats.
Ordering Products

- For this example, the customization options are optional and can be selected or unselected.

- Monogramming defaults can also be set as un-editable so that users cannot enter in an unauthorized name or format.

- Available formats are First Last, F. Last, F. M. Last, First, F Last, First M. Last, Last.
Ordering Products

GALLS TAC FORCE TACTICAL PANTS
$21.00

COLOR: KHAKI

SIZE 40

SIZE CHART

36 38 40 42 44 46 48
50 52 54 56 58 60

INSEAM: UNHEMMED

30 32 34

Purchase in Bulk

ADD HEMMING - INSEAM

INSEAM SIZE:

ADD TO CART

Ordering Products

- Galls stocks pants and trousers in pre-hemmed and un-hemmed lengths, depending on the manufacturer and style.

- If a user needs a custom hem length, they must first select the "Unhemmed" option, then select their desired inseam.
Ordering Products

Bulk Purchasing

- When purchasing multiple sizes of the same product, select "Purchase in Bulk"

- Continue making selections by clicking the + sign, add to cart when finished
Ordering Products

Shopping Lists

- If a user needs to purchase for multiple individuals and include their names next to products on the packing slip and invoice, select “Shopping List Mode” and add the name.

- Once items are added to the shopping cart, it will separate the cart by each individual, showing what items were purchased for them.
Ordering Products

Order Reasons

- Administrators can elect to have users enter order reasons and explanations next to each line item on an order.

- This information will transmit to both email confirmations, order approval notifications, and order history details.
Optional Line Details

- eQuip can capture information to be entered by the purchaser at the line level within the shopping cart.

- This example shows "Budget Code" as required, but it can be customized to display any text here such as "Location," "Division," "GL Code," etc.
Ordering Products

**SHOPPING CART**

*Need Help? Email us any time*

**ORDER SUMMARY**

- Items in Cart: 1
- Total Units: 1
- Merchandise Total: $31.50

**Optional Order Notes**

- eQuip can capture order level notes that will transmit to order confirmations, approval notifications, and order history.
- This is a helpful feature for reporting when an entire order needs to have notations.
Ordering Products

Optional Checkout Agreement

- eQuip can prompt for a “Checkout Agreement” if administrators so choose

- This is often used as a reminder to purchasers to verify the contents of their cart, including customization details, to ensure accuracy
Checkout

**SECURE CHECKOUT**

Need Help? Email us any time

**ORDER INFORMATION**

- My Order:
  - [ ] Employee Order
  - [ ] User Employee loaded on site

- First Name:
  - Allison

- Last Name:
  - Frasure

Email Address:
frasure-allison@galls.com

---

**Checking Out**

- If an administrator intended to purchase items for another individual but reached checkout under their own profile, they can click "Employee Order" and select that user from the list.

- eQuip will then change the contact information to reflect the selected user.
Checkout

Checking Out

- Users can validate contact information, add an additional email (optional), select a shipping address, and a ship method

- Shipping locations can be restricted to a single location, a list of locations, or store pickup

- If users are allowed to ship to their home addresses, individual addresses can be added
- eQuip can accept purchase orders and credit cards as methods of payment.
- Administrators can also request to have a default purchase order number to be loaded to their site when orders are placed.
Thank you, B2B Admin!

Your order number is: 12186582

Thank you for your order!

Please keep your order number for your records.

Order Confirmation

- Once the order is submitted, users will be directed to a confirmation page with an order number.

- Users will also receive a confirmation email detailing the contents of their order.
Order Pickup

Order Pickup

For programs that utilize in-store pickup at a retail location, eQuip can send emails and/or texts to notify users that their orders are ready for pickup.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>S158 RH GP PI</td>
<td>S158 SHIELD BADGE</td>
<td>$41.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S158B RH</td>
<td>S158B SHIELD BADGE</td>
<td>$47.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S158C RH</td>
<td>S158C BADGE</td>
<td>$47.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLP-023</td>
<td>BLUE LINE MEMORIAL BADGE RIBBON</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHARLESTON HAT RH</td>
<td>CHARLESTON CUSTOM HAT BADGE</td>
<td>$47.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BG135</td>
<td>TACTICAL TEAM BAG</td>
<td>$50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P901</td>
<td>1ST LT. BAR REGULAR SIZE W/CLUTCHBACK</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C501M-3 RHD</td>
<td>1/2IN 3 LETTER CUSTOM COLLAR BRASS PAIR</td>
<td>$21.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CP093 SIL</td>
<td>ADJUSTABLE CITATION HOLDER</td>
<td>$13.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3915CB</td>
<td>CENTER MASS SWAT OPERATOR INSIGNIA W/EAGLE</td>
<td>$11.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X206754A</td>
<td>AC4233379 CHARLESTON POLICE UNDERWATER RECOVERY TEAM 4X3.5</td>
<td>$1.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G24280</td>
<td>AC4233379 CHARLESTON POLICE ANIMAL SERVICES REFLECTIVE BACK PATCH</td>
<td>$6.15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30048A</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE OD W/HOOK V</td>
<td>$2.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G40522V1</td>
<td>AC4233379 CHARLESTON POLICE DEPT. EXPLORERS BADGE PATCH SIL/BRN/BLK</td>
<td>$8.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G40526</td>
<td>AC4233379 CHARLESTON POLICE DEPT. EMBROIDERABLE PATCH W/ TEXT</td>
<td>$1.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G40528</td>
<td>AC4233379 CHARLESTON POLICE DEPT. PARTIALLY BLANK EMBROIDERA</td>
<td>$0.97</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G33014</td>
<td>AC4233379 CHARLESTON POLICE DEPT. EXPLORERS CIRCLE PATCH GLD</td>
<td>$1.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30042</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE SHD ROY/DK</td>
<td>$1.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30041</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE CHEST ROY/</td>
<td>$0.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30043</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE POLICE PIPE</td>
<td>$1.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30045</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE TRANSPORT</td>
<td>$1.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30046</td>
<td>AC4233379 CHARLESTON S.C. POLICE - SILVER BADGE 3-3/8 X 2-1/2</td>
<td>$1.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30047</td>
<td>AC4233379 CHARLESTON S.C. POLICE - SILVER BADGE 3-3/8 X 2-1</td>
<td>$1.48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30048</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE OD 4-1/2</td>
<td>$1.58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30037V1</td>
<td>AC4233379 (CHARLESTON PD) SGT CHEV PR LT ROY/NAVY 3 1875 X 4</td>
<td>$2.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30038V1</td>
<td>AC4233379 (CHARLESTON PD) CORP CHEV PR LT ROY/NAVY 3 X 3.375</td>
<td>$2.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30039V1</td>
<td>AC4233379 (CHARLESTON PD) SR PO ONE STRIPE PR CHEV LT ROY/NA</td>
<td>$2.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G30040V1</td>
<td>AC4233379 (CHARLESTON PD) MAST PO 1 OVER 1 UNDER CHEV PR LT</td>
<td>$3.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X204502A</td>
<td>AC4233379 CHARLESTON S.C. POLICE EXPLOSIVE DEVICES TEAM 4&quot; C</td>
<td>$1.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 1</td>
<td>CRIME SCENE UNIT TEXT BACK</td>
<td>$20.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 2</td>
<td>CHARLESTON POLICE FOUNDATION 1670 VISOR</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 3</td>
<td>CHARLESTON POLICE FOUNDATION 1670</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 4</td>
<td>CITY OF CHARLESTON POLICE SIL</td>
<td>$7.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 5</td>
<td>CHARLESTON FOUNDATION 1670</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 6</td>
<td>CHARLESTON POLICE DEPT FORENSIC SERVICES</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 7</td>
<td>POLICE FOR BACK CHARLESTON PD SIL</td>
<td>$22.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 8</td>
<td>POLICE HARBOR PATROL BACK</td>
<td>$25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 9</td>
<td>CITY OF CHARLESTON POLICE GLD</td>
<td>$7.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 10</td>
<td>CHARLESTON DIVE TEAM LOGO SIL</td>
<td>$8.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPD EMB 11</td>
<td>CHARLESTON DIVE TEAM LOGO GLD</td>
<td>$8.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------</td>
<td>----------------------------------------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>42</td>
<td>CPD EMB 12</td>
<td>POLICE DIVE RESCUE TEXT BACK GLD</td>
<td></td>
<td>$22.00</td>
</tr>
<tr>
<td>43</td>
<td>CPD EMB 13</td>
<td>POLICE DIVE RESCUE TEXT BACK SIL</td>
<td></td>
<td>$22.00</td>
</tr>
<tr>
<td>44</td>
<td>SOFT-T-W</td>
<td>SOFT TACTICAL Tourniquet 1.5</td>
<td></td>
<td>$28.00</td>
</tr>
<tr>
<td>45</td>
<td>69260</td>
<td>TLR-1 HL GUN MOUNT</td>
<td></td>
<td>$131.00</td>
</tr>
<tr>
<td>46</td>
<td>69261</td>
<td>TLR-2 HL GUN MOUNT</td>
<td></td>
<td>$310.00</td>
</tr>
<tr>
<td>47</td>
<td>J45335W 9.5</td>
<td>MERRELL MOAB 2 - 8&quot; TACTICAL WATERPROOF BOAT</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>48</td>
<td>J45366 9</td>
<td>MERRELL MOAB 2 - WOMENS 8&quot; TACTICAL WATERPROOF BOAT</td>
<td></td>
<td>$120.00</td>
</tr>
<tr>
<td>49</td>
<td>J45337W 9</td>
<td>MERRELL MOAB 2 - 6&quot; MID TACTICAL WATERPROOF BOAT</td>
<td></td>
<td>$114.50</td>
</tr>
<tr>
<td>50</td>
<td>J45368 8.5</td>
<td>MERRELL MOAB 2 - WOMENS 6&quot; MID TACTICAL WATERPROOF BOAT</td>
<td></td>
<td>$110.00</td>
</tr>
<tr>
<td>51</td>
<td>3021035 001 14 E4</td>
<td>UA VALETSET RTS 1.5</td>
<td></td>
<td>$87.00</td>
</tr>
<tr>
<td>52</td>
<td>3021037-001 6</td>
<td>UA W VALETSET RTS 1.5</td>
<td></td>
<td>$87.00</td>
</tr>
<tr>
<td>53</td>
<td>17744 9.5</td>
<td>WOMEN'S AGILITY PEAK TACTICAL</td>
<td></td>
<td>$83.00</td>
</tr>
<tr>
<td>54</td>
<td>12392 019 95 W</td>
<td>5.11 ATAC 2.0 8IN STORM SZ</td>
<td></td>
<td>$100.50</td>
</tr>
<tr>
<td>55</td>
<td>12406 019 7 R</td>
<td>5.11 WOMEN'S ATAC 2.0 8IN STORM SZ</td>
<td></td>
<td>$100.50</td>
</tr>
<tr>
<td>56</td>
<td>155201-14.0/EU48</td>
<td>MENS FORCE 8IN SIDE ZIP DUTY BOOT</td>
<td></td>
<td>$64.00</td>
</tr>
<tr>
<td>57</td>
<td>12310-019-9.5-R</td>
<td>EVO 8' W/ SIDE ZIPPER</td>
<td></td>
<td>$80.00</td>
</tr>
<tr>
<td>58</td>
<td>12312-019-9-R</td>
<td>EVO 8' WP W/ SIDE ZIPPER</td>
<td></td>
<td>$95.60</td>
</tr>
<tr>
<td>59</td>
<td>E00731 BLK 7.5 W</td>
<td>BATES WOMENS LITES BLK HI GLOSS OXFORDS</td>
<td></td>
<td>$112.00</td>
</tr>
<tr>
<td>60</td>
<td>531-6303 95 M</td>
<td>THOROGOOD WOMENS HI-GLOSS DRESS OXFORD</td>
<td></td>
<td>$108.00</td>
</tr>
<tr>
<td>61</td>
<td>12018-019-7-R</td>
<td>ATAC 6IN BOOT SIDE ZIP</td>
<td></td>
<td>$70.00</td>
</tr>
<tr>
<td>62</td>
<td>12019-019-5-R</td>
<td>ATAC 6IN SHIELD BOOT SIDE ZIP</td>
<td></td>
<td>$112.75</td>
</tr>
<tr>
<td>63</td>
<td>12394-019-9-R</td>
<td>5.11 ATAC 2.0 6IN SZ</td>
<td></td>
<td>$74.00</td>
</tr>
<tr>
<td>64</td>
<td>12404-019-9-R</td>
<td>5.11 WOMENS ATAC 2.0 6IN SZ</td>
<td></td>
<td>$74.00</td>
</tr>
<tr>
<td>65</td>
<td>12401-019-15-R</td>
<td>5.11 ATAC 2.0 6IN NZ</td>
<td></td>
<td>$69.50</td>
</tr>
<tr>
<td>66</td>
<td>12030-120-5-R</td>
<td>5.11 TACLITE 6IN QUARTER BOOT</td>
<td></td>
<td>Item Not Available</td>
</tr>
<tr>
<td>67</td>
<td>831-6031 9M</td>
<td>POROMERIC ACADEMY OXFORD</td>
<td></td>
<td>$45.00</td>
</tr>
<tr>
<td>68</td>
<td>E00941 BLK 12 D</td>
<td>BATES HIGH GLOSS OXFORDS</td>
<td></td>
<td>$102.90</td>
</tr>
<tr>
<td>69</td>
<td>28012 BLK 9 EE</td>
<td>KINETIC WP SIDE ZIP 8IN DUTY BOOT</td>
<td></td>
<td>$154.37</td>
</tr>
<tr>
<td>70</td>
<td>12347-120-8.5-R</td>
<td>EVO 8IN BOOT</td>
<td></td>
<td>$91.15</td>
</tr>
<tr>
<td>71</td>
<td>FX282 BLK 11 W</td>
<td>G-TAC ATHLETIC 6' 5Z WP</td>
<td></td>
<td>$41.00</td>
</tr>
<tr>
<td>72</td>
<td>1287351-001 95</td>
<td>UNDER ARMOURED MIRAGE 3.0 BOOTS</td>
<td></td>
<td>$59.00</td>
</tr>
<tr>
<td>73</td>
<td>BNG 190 LG</td>
<td>NOMEX FLIGHT GLOVES</td>
<td></td>
<td>$51.00</td>
</tr>
<tr>
<td>74</td>
<td>GL389 BLK MD</td>
<td>ELITE SWAT GLOVE</td>
<td></td>
<td>$29.15</td>
</tr>
<tr>
<td>75</td>
<td>ATX95 BLK XL</td>
<td>ALL LEATHER DUTY GLOVES W/ KNUCKLE ARMOR</td>
<td></td>
<td>$32.10</td>
</tr>
<tr>
<td>76</td>
<td>NE1020 DPNV/DPNV S/M</td>
<td>STRETCH MESH CAP</td>
<td></td>
<td>$10.80</td>
</tr>
<tr>
<td>77</td>
<td>121-CP0-5 NAV 738</td>
<td>CHARLESTON PD SUMMER DRESS CAP</td>
<td></td>
<td>$48.00</td>
</tr>
<tr>
<td>78</td>
<td>SWAGS LGR 5X PLN</td>
<td>ECONOMY CLASS 2 SOLID POINT BREAKAWAY</td>
<td></td>
<td>$20.70</td>
</tr>
<tr>
<td>79</td>
<td>17779000370000</td>
<td>BARRIER TAPPE CRIME SCENE</td>
<td></td>
<td>$13.50</td>
</tr>
<tr>
<td>80</td>
<td>CRMSCENTEPE</td>
<td>BARRIER TAPE 10 PACK</td>
<td></td>
<td>$87.50</td>
</tr>
<tr>
<td>81</td>
<td>LUX-PSL XL2X</td>
<td>OCCULUX TRAFFIC VEST - POLICE</td>
<td></td>
<td>$33.50</td>
</tr>
<tr>
<td>82</td>
<td>0730 001-019</td>
<td>30 MINUTE NON SPIKE FLARES BULK 36/CASE</td>
<td></td>
<td>$81.50</td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>83</td>
<td>TCM-006 CONDOR MESH TACTICAL CAP</td>
<td></td>
<td></td>
<td>$10.00</td>
</tr>
<tr>
<td>84</td>
<td>F1 59130WP 86 XLARGE REG WATERPROOF DUTY JACKET W/LINER &amp; SIL P BUTTONS</td>
<td></td>
<td>$109.10</td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>S315V 011 XL REG WEATHERTECH REVERSIBLE DUTY JACKET W/VIZGURAD</td>
<td></td>
<td>$141.86</td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>F1 34891 86 50 LONG DBL BRST COAT 1/2&quot; METGLD 3 1/4&quot; FRM CFUFT1/4 BTWN GLD P</td>
<td></td>
<td>$255.00</td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>LP 6606-1/40 1-1/2IN LEATHER GARRISON BELT</td>
<td></td>
<td>$11.90</td>
<td></td>
</tr>
<tr>
<td>88</td>
<td>B70BR CLOSED HANDCUFF CASE</td>
<td></td>
<td></td>
<td>$26.03</td>
</tr>
<tr>
<td>89</td>
<td>77-383-2 SAFARI LAND #77 DOUBLE MAGAZINE HOLDER</td>
<td></td>
<td></td>
<td>$29.00</td>
</tr>
<tr>
<td>90</td>
<td>38-4-2B SAFARI LAND MKIII DEFENSE SPRAY CASE</td>
<td></td>
<td></td>
<td>$23.00</td>
</tr>
<tr>
<td>91</td>
<td>38-2B SAFARI LAND SAFARILAMINATE MKIV DEFENSE SPRAY CASE</td>
<td></td>
<td></td>
<td>$25.50</td>
</tr>
<tr>
<td>92</td>
<td>670 GEAR CLOSED-TOP CUFF CASE</td>
<td></td>
<td></td>
<td>$19.00</td>
</tr>
<tr>
<td>93</td>
<td>33-2V GLOVE POUCH W/VELCRO</td>
<td></td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td>94</td>
<td>35-F21-2 EXPANDABLE BATON HOLDER</td>
<td></td>
<td></td>
<td>$23.00</td>
</tr>
<tr>
<td>95</td>
<td>38-3-2HS 38 38HS CLOSED TOP PEPPER SPRAY HOLDER</td>
<td></td>
<td></td>
<td>$23.00</td>
</tr>
<tr>
<td>96</td>
<td>6360-383-412 6360 ALS DUTY HOLSTER LEVEL III RETENTION</td>
<td></td>
<td></td>
<td>$110.00</td>
</tr>
<tr>
<td>97</td>
<td>A519ABPRU-4 PADDLE HANDCUFF AND MAG COMBO FOR ASP HANDCUFF</td>
<td></td>
<td></td>
<td>$49.20</td>
</tr>
<tr>
<td>98</td>
<td>44H0155K-R SERPA DUTY HOLSTER F/TASER X26</td>
<td></td>
<td></td>
<td>$34.77</td>
</tr>
<tr>
<td>99</td>
<td>8111N PL CUFF CASE W/NICKLE SNAP</td>
<td></td>
<td></td>
<td>$19.38</td>
</tr>
<tr>
<td>100</td>
<td>1011-48-KNL 2 1/4IN SAM BROWN BELT</td>
<td></td>
<td></td>
<td>$39.98</td>
</tr>
<tr>
<td>101</td>
<td>1611-46 GLD 1 3/4IN GARRISON BELT</td>
<td></td>
<td></td>
<td>$24.22</td>
</tr>
<tr>
<td>102</td>
<td>88761 CORDURA SINGLE DUTY CUFF CASE</td>
<td></td>
<td></td>
<td>$11.82</td>
</tr>
<tr>
<td>103</td>
<td>88771 MKIII NYLON MACE CASE</td>
<td></td>
<td></td>
<td>$11.82</td>
</tr>
<tr>
<td>104</td>
<td>88961 DOUBLE LATEX GLOVE CARRIER</td>
<td></td>
<td></td>
<td>$11.05</td>
</tr>
<tr>
<td>105</td>
<td>88183 STINGER FLASHLIGHT CASE</td>
<td></td>
<td></td>
<td>$11.31</td>
</tr>
<tr>
<td>106</td>
<td>1118-2 BALLISTIC TOURNIQUET HOLDER</td>
<td></td>
<td></td>
<td>$11.96</td>
</tr>
<tr>
<td>107</td>
<td>14446 ACCUMOLD D-CELL FLASHLIGHT RING</td>
<td></td>
<td></td>
<td>$7.50</td>
</tr>
<tr>
<td>108</td>
<td>A652-1 PHOENIX AD+ QUICK RELEASE RADIO CASE W/SWIVEL</td>
<td></td>
<td></td>
<td>$23.50</td>
</tr>
<tr>
<td>109</td>
<td>22092 ACCUMOLD ELITE BELT KEEPERS</td>
<td></td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>110</td>
<td>59405-019-XL 511 TACTICAL 1 3/4 IN OPERATOR BELT</td>
<td></td>
<td></td>
<td>$27.00</td>
</tr>
<tr>
<td>111</td>
<td>59552-019-M TDU BELT 1.75IN PLASTIC BUCKLE</td>
<td></td>
<td></td>
<td>$11.95</td>
</tr>
<tr>
<td>112</td>
<td>CPD NAME 1 STANDARD 3/4 IN NAMESTRIP MONOGRAM</td>
<td></td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>113</td>
<td>CPD NAME 2 STANDARD 3/4 IN NON APPLIED NAMESTRIP MONOGRAM</td>
<td></td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>114</td>
<td>CPD NAME 3 3/8 IN NON APPLIED NAMESTRIP MONOGRAM</td>
<td></td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>115</td>
<td>33 1LN GLD PLUSH CB BLACKTOWN NAMETAG 5/8IN X 2 1/2IN ONE LINE</td>
<td></td>
<td></td>
<td>$8.74</td>
</tr>
<tr>
<td>116</td>
<td>60-600 RH W/7793 CHARLESTON EMB CHARLESTON HOOKFAST NAMETAG</td>
<td></td>
<td>$14.35</td>
<td></td>
</tr>
<tr>
<td>117</td>
<td>PEC01 1 LINE RIGHT CHEST EMBROIDERY</td>
<td></td>
<td></td>
<td>$5.00</td>
</tr>
<tr>
<td>118</td>
<td>PEC02 2 LINE RIGHT CHEST EMBROIDERY</td>
<td></td>
<td></td>
<td>$5.50</td>
</tr>
<tr>
<td>119</td>
<td>PED00 TXT BLOCK LETTER BACK EMBROIDERY DESIGN</td>
<td></td>
<td></td>
<td>$23.25</td>
</tr>
<tr>
<td>120</td>
<td>PEH00 TXT 1/2 INCH INITIALS EMBROIDERY</td>
<td></td>
<td></td>
<td>$3.00</td>
</tr>
<tr>
<td>121</td>
<td>PN REGS R SMITH WARREN REG ENAMEL FOR NI, RHD, GP, BLK/MB ONLY</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>122</td>
<td>475CC BK SOLID CAP COVER</td>
<td></td>
<td></td>
<td>$7.00</td>
</tr>
<tr>
<td>123</td>
<td>5039 MK3 FIRST DEFENSE PEPPER 10</td>
<td></td>
<td></td>
<td>$12.50</td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td>124</td>
<td>5049  FIRST DEFENSE .2 PERCENT MK-4 STREAM OC AEROSOL</td>
<td></td>
<td>$13.50</td>
<td></td>
</tr>
<tr>
<td>125</td>
<td>13V022-100 18 36/37  MENS L/S COTTON RICH BROADCLOTH</td>
<td></td>
<td>$17.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DRESS SHIRT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>126</td>
<td>F1 85R782 45 16.0  MENS COMMAND ZIP FRONT S/S SHIRT</td>
<td></td>
<td>$35.70</td>
<td></td>
</tr>
<tr>
<td>127</td>
<td>SU310ZMK 011  SORBTEK PROFESSIONAL POLYESTER SS SHIRT</td>
<td></td>
<td>$39.25</td>
<td></td>
</tr>
<tr>
<td>128</td>
<td>SU311ZMK 011 42 WMN  WOMEN'S SORBTEK PROFESSIONAL</td>
<td></td>
<td>$39.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLYESTER SS SHIRT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>129</td>
<td>SU315ZMK  SORBTEK PROFESSIONAL POLYESTER LS SHIRT</td>
<td></td>
<td>$40.80</td>
<td></td>
</tr>
<tr>
<td>130</td>
<td>SU316ZMK 011 42 WMN  WOMEN'S SORBTEK PROFESSIONAL</td>
<td></td>
<td>$40.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLYESTER LS SHIRT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>131</td>
<td>71152-720-XL  S11 S/S TACTICAL SHIRT</td>
<td></td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>132</td>
<td>72157-720-XL  S11 TACTICAL SHIRT LS - COTTON</td>
<td></td>
<td>$39.06</td>
<td></td>
</tr>
<tr>
<td>133</td>
<td>0352 DKNV XLL  SS VAPOR POLO SHIRT</td>
<td></td>
<td>$53.60</td>
<td></td>
</tr>
<tr>
<td>134</td>
<td>0353 DKNV XL  LS VAPOR POLO SHIRT</td>
<td></td>
<td>$58.90</td>
<td></td>
</tr>
<tr>
<td>135</td>
<td>S978-000 MED  LADIES L/S 60/40 COT/POLY OXFORD NON</td>
<td></td>
<td>$29.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IRON DRESS SHIRT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>136</td>
<td>5659 OXBL SM  PORT AUTHORITY S/S SUPERPRO OXFORD SHIRT</td>
<td></td>
<td>$27.00</td>
<td></td>
</tr>
<tr>
<td>137</td>
<td>5658 OXF BLUE SM  PORT AUTHORITY SUPERPRO SHIRT</td>
<td></td>
<td>$27.00</td>
<td></td>
</tr>
<tr>
<td>138</td>
<td>E09042 95 D  BATES LITE HIGH GLOSS OXFORDS</td>
<td></td>
<td>$115.50</td>
<td></td>
</tr>
<tr>
<td>139</td>
<td>834-6027 105M  MENS THOROGOOD OXFORD</td>
<td></td>
<td>$115.00</td>
<td></td>
</tr>
<tr>
<td>140</td>
<td>12002-019-10.5-W  5.11 ATAC QUARTER BOOT</td>
<td></td>
<td>$74.00</td>
<td></td>
</tr>
<tr>
<td>141</td>
<td>FQ00002149 13 W  ROCKY FT. HOOD BOOTS</td>
<td></td>
<td>$68.88</td>
<td></td>
</tr>
<tr>
<td>142</td>
<td>FQ00002149 13 M  ROCKY FORT HOOD ZIPPER BOOTS</td>
<td></td>
<td>$78.64</td>
<td></td>
</tr>
<tr>
<td>143</td>
<td>12004-019-9.5-W  5.11 TACTICAL ATAC B1 STORM WP ZIPPER BOOTS</td>
<td></td>
<td>$100.50</td>
<td></td>
</tr>
<tr>
<td>144</td>
<td>J15845 9.5  MOAB 2 IN TACTICAL WATERPROOF BOOT</td>
<td></td>
<td>$126.00</td>
<td></td>
</tr>
<tr>
<td>145</td>
<td>J15861W 12  MOAB 2 TACTICAL BOOT</td>
<td></td>
<td>$96.60</td>
<td></td>
</tr>
<tr>
<td>146</td>
<td>71175-724-XL  S/T TACUTE PRO POLY/COTTON RIPSTOP SHIRT</td>
<td></td>
<td>$35.98</td>
<td></td>
</tr>
<tr>
<td>147</td>
<td>72175-724-S  TACUTE PRO SHIRT LS POLY/CTN RIPSTOP</td>
<td></td>
<td>$38.00</td>
<td></td>
</tr>
<tr>
<td>148</td>
<td>72194-190-XL  511 RAPID ASSAULT SHIRT</td>
<td></td>
<td>$47.25</td>
<td></td>
</tr>
<tr>
<td>149</td>
<td>5508 MAU SM REG  PORT AUTHORITY S/S EASY CARE BUTTON DOWN SHIRT</td>
<td></td>
<td>$16.95</td>
<td></td>
</tr>
<tr>
<td>150</td>
<td>71322-693-XS  S/S POLYESTER BIKES PATROL POLO</td>
<td></td>
<td>$35.98</td>
<td></td>
</tr>
<tr>
<td>151</td>
<td>F1 VTX4030P NV MEDIUM  WOMENS COLD BLACK L/S POLO W/PENCIL POCKET</td>
<td></td>
<td>$44.10</td>
<td></td>
</tr>
<tr>
<td>152</td>
<td>X1 VTX4010PT NV SMALL  WOMENS COLD BLACK S/S POLO W/PENCIL POCKET</td>
<td></td>
<td>$40.45</td>
<td></td>
</tr>
<tr>
<td>153</td>
<td>1316935-001 SM  UA TACK MOCK BASE</td>
<td></td>
<td>$40.95</td>
<td></td>
</tr>
<tr>
<td>154</td>
<td>SW1824 RYBK XL  S/S BIKE PATROL POLO</td>
<td></td>
<td>$29.75</td>
<td></td>
</tr>
<tr>
<td>155</td>
<td>71049-724-M  5.11 PERFORMANCE S/S POLO</td>
<td></td>
<td>$27.00</td>
<td></td>
</tr>
<tr>
<td>156</td>
<td>VTX4000P  VERTX S/S POLO</td>
<td></td>
<td>$34.00</td>
<td></td>
</tr>
<tr>
<td>157</td>
<td>F1 VTX4020P NV XLARGE  VERTX S/L POLO W/COLD BLACK</td>
<td></td>
<td>$37.00</td>
<td></td>
</tr>
<tr>
<td>158</td>
<td>906SI  906 SERIES RIOT HELMET W/ STND FACE SHEILD AND OR BUCKLE FAS</td>
<td></td>
<td>$103.93</td>
<td></td>
</tr>
<tr>
<td>159</td>
<td>TE222 XL  SHIN GUARDS BLACK</td>
<td></td>
<td>$30.18</td>
<td></td>
</tr>
<tr>
<td>160</td>
<td>ZUPBP-G XL REG  TACTICAL PADDING W/HYDRATION POCKET</td>
<td></td>
<td>$76.80</td>
<td></td>
</tr>
<tr>
<td>161</td>
<td>802600BK  HELLSTORM TACTICAL ELBOW PAD W/ TALON</td>
<td></td>
<td>$15.29</td>
<td></td>
</tr>
<tr>
<td>162</td>
<td>TL015 BLK SM  ZIP-OFF BIKE PATROL PANTS</td>
<td></td>
<td>$42.50</td>
<td></td>
</tr>
<tr>
<td>163</td>
<td>FSG21G4  GLOCK 21 BLUE GUN TRAINING GUN</td>
<td></td>
<td>$49.50</td>
<td></td>
</tr>
<tr>
<td>164</td>
<td>FSX2650  TASER X26 W/ SAFETY OFF</td>
<td></td>
<td>$49.50</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>165</td>
<td>PT10TN 38 OB</td>
<td>POLY COTTON TROUSERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>166</td>
<td>74482-724-36-32</td>
<td>5.11 MENS STRYKE EMS PANT</td>
<td></td>
<td>$16.80</td>
</tr>
<tr>
<td>167</td>
<td>SU322K 011</td>
<td>SORBTEK DUTY TROUSERS</td>
<td></td>
<td>$56.00</td>
</tr>
<tr>
<td>168</td>
<td>SU322K 011 18 WMN</td>
<td>WOMEN'S SORBTEK DUTY TROUSERS</td>
<td></td>
<td>$36.25</td>
</tr>
<tr>
<td>169</td>
<td>74251-720-40-32</td>
<td>5.11 Tactical Pants</td>
<td></td>
<td>$38.00</td>
</tr>
<tr>
<td>170</td>
<td>F1 34291W 86 10 REG</td>
<td>WOMENS 55/45 POLY/WOOL DRESS TROUSERS</td>
<td></td>
<td>$69.00</td>
</tr>
<tr>
<td>171</td>
<td>74512-134-44-32</td>
<td>5.11 ABR PRO PANT</td>
<td></td>
<td>$40.00</td>
</tr>
<tr>
<td>172</td>
<td>20582 NAV SM REG</td>
<td>ZIP OFF BIKE PANTS</td>
<td></td>
<td>$104.20</td>
</tr>
<tr>
<td>173</td>
<td>74407-750-34-R</td>
<td>5.11 MOTORCYCLE BREECHES</td>
<td></td>
<td>$78.00</td>
</tr>
<tr>
<td>174</td>
<td>74273L-724-46</td>
<td>5.11 TAC LITE PANTS</td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>175</td>
<td>F1 32278 86 42 REG</td>
<td>MENS POLY/WOOL UNIFORM DRESS TROUSERS</td>
<td></td>
<td>$69.00</td>
</tr>
<tr>
<td>176</td>
<td>64360-724-8-R</td>
<td>WOMENS TACLITE PRO PANT</td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>177</td>
<td>63071-724-10</td>
<td>5.11 WOMENS TACLITE SHORT</td>
<td></td>
<td>$34.00</td>
</tr>
<tr>
<td>178</td>
<td>74353-724-32-30</td>
<td>MENS TACLITE EMS PANTS</td>
<td></td>
<td>$42.00</td>
</tr>
<tr>
<td>179</td>
<td>F1 VTX8600 NV 44 30</td>
<td>VERTX PHANTOM OPS PANTS</td>
<td></td>
<td>$50.00</td>
</tr>
<tr>
<td>180</td>
<td>73308-724-40</td>
<td>511 11 INCH TACLITE SHORT</td>
<td></td>
<td>$34.50</td>
</tr>
<tr>
<td>181</td>
<td>74369-055-34-32</td>
<td>5.11 STRYKE PANT W/FLEX TAC</td>
<td></td>
<td>$54.00</td>
</tr>
<tr>
<td>182</td>
<td>45502-724-38-30</td>
<td>BIKE PATROL PANT</td>
<td></td>
<td>$71.00</td>
</tr>
<tr>
<td>183</td>
<td>A 1IN WEBB TAPE-NB</td>
<td>SINGLE 1&quot; NAMESTRIP - APPLIED IN HOUSE</td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>184</td>
<td>BNF-70-32-ON1002L</td>
<td>1 IN NYLON LACQUERED STRIPING</td>
<td></td>
<td>$3.75</td>
</tr>
<tr>
<td>185</td>
<td>S14 1008</td>
<td>LAW ENFORCEMENT EXPLORER PATCH</td>
<td></td>
<td>$2.65</td>
</tr>
<tr>
<td>186</td>
<td>45135 BLK</td>
<td>3 X 57 IN POLY/WOOL 4 IN HAND TIE W/ BUTTONHOLE</td>
<td></td>
<td>$6.30</td>
</tr>
<tr>
<td>187</td>
<td>VE02=190562 330</td>
<td>QM VELCRO HOOK - APPLIED</td>
<td></td>
<td>$2.50</td>
</tr>
<tr>
<td>188</td>
<td>ES128428</td>
<td>REFLECTIVE BACK EMBLEM</td>
<td></td>
<td>$9.50</td>
</tr>
<tr>
<td>189</td>
<td>90043 063 20 IN</td>
<td>3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE</td>
<td></td>
<td>$3.60</td>
</tr>
<tr>
<td>190</td>
<td>1NAVPOLYSTPSTICK</td>
<td>1 INCH POLY PANT STRIPING</td>
<td></td>
<td>$5.90</td>
</tr>
<tr>
<td>191</td>
<td>190690 330</td>
<td>LOOP VELCRO SEW ON</td>
<td></td>
<td>$2.50</td>
</tr>
<tr>
<td>192</td>
<td>BPTF 25 16 OP1002</td>
<td>1/2IN POLYESTER FLAT BRAID</td>
<td></td>
<td>$4.00</td>
</tr>
<tr>
<td>193</td>
<td>BPSF BLK 48 OSC002</td>
<td>1 1/2IN SPUN POLYESTER FLAT BRAID</td>
<td></td>
<td>$4.00</td>
</tr>
<tr>
<td>194</td>
<td>115717</td>
<td>POLICE EMBLEM W/HOOK WHT/BLK 2 X 4</td>
<td></td>
<td>$4.50</td>
</tr>
<tr>
<td>195</td>
<td>CPD ACRTM</td>
<td>COLLAR INSIGNIA ENGRAVING</td>
<td>No Bid</td>
<td></td>
</tr>
<tr>
<td>196</td>
<td>306-7-2</td>
<td>POLY STINGER FLASHLIGHT CARRIER</td>
<td></td>
<td>$20.00</td>
</tr>
<tr>
<td>197</td>
<td>87821</td>
<td>MI01 ULTRA INNER DUTY BELT W/ VELCRO</td>
<td></td>
<td>$15.93</td>
</tr>
<tr>
<td>198</td>
<td>87791</td>
<td>MI01 KODRA ULTRA DUTY BELT W/ VELCRO LINING</td>
<td></td>
<td>$21.59</td>
</tr>
<tr>
<td>199</td>
<td>88652</td>
<td>NYLON WEB BELT KEEPERS FOR 2 1/4IN BELT 4/PK</td>
<td></td>
<td>$9.25</td>
</tr>
<tr>
<td>200</td>
<td>HS1210-SS REG 18S</td>
<td>MENS NEW DIMENSION S/S SHIRT</td>
<td></td>
<td>$28.78</td>
</tr>
<tr>
<td>201</td>
<td>SP60LT SS XL</td>
<td>MENS SS DRESS UNIFORM SHIRT</td>
<td></td>
<td>$15.75</td>
</tr>
<tr>
<td>202</td>
<td>SP50LT MD 34/35</td>
<td>MENS LS DRESS UNIFORM SHIRT</td>
<td></td>
<td>$20.85</td>
</tr>
<tr>
<td>203</td>
<td>HS1114 185 35</td>
<td>MENS NEW DIMENSION L/S SHIRT</td>
<td></td>
<td>$31.50</td>
</tr>
<tr>
<td>204</td>
<td>P/1250E-N PGLD</td>
<td>1/2 IN WOVEN LACE METALLIC SLEEVE BRAID (SOLD BY THE YARD)</td>
<td></td>
<td>$6.20</td>
</tr>
<tr>
<td>205</td>
<td>MVP-J-CH</td>
<td>FirstWatch Jacket MFG Model: MVP-J-CH</td>
<td>No Bid</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>206</td>
<td>37100</td>
<td>100% POLY MEN'S PANTS W/FLEX WB &amp; T21 POCKET</td>
<td></td>
<td>$47.24</td>
</tr>
<tr>
<td>207</td>
<td>37100W</td>
<td>100% POLY WOMEN'S PANTS W/FLEX WB &amp; T21 POCKET</td>
<td></td>
<td>$47.24</td>
</tr>
<tr>
<td>208</td>
<td>3900</td>
<td>POLYESTER GABARDINE MEN'S PANTS</td>
<td></td>
<td>$31.00</td>
</tr>
<tr>
<td>209</td>
<td>3900W</td>
<td>100% POLYESTER GABARDINE WOMEN'S PANTS</td>
<td></td>
<td>$31.00</td>
</tr>
<tr>
<td>210</td>
<td>92R78Z</td>
<td>MEN'S SHORT SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>211</td>
<td>42W78Z</td>
<td>MEN'S LS SHIRT W/ZIPPER</td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>212</td>
<td>192R78Z</td>
<td>POLYESTER POWERSTRETCH WOMEN'S SHORT SLEEVE SHIRT</td>
<td></td>
<td>$40.90</td>
</tr>
<tr>
<td>213</td>
<td>87R78Z</td>
<td>POLYESTER MEN'S SHORT SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$35.70</td>
</tr>
<tr>
<td>214</td>
<td>35W78Z</td>
<td>POLYESTER MEN'S LONG SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$38.70</td>
</tr>
<tr>
<td>215</td>
<td>177R78Z</td>
<td>POLYESTER WOMEN'S SHORT SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$35.70</td>
</tr>
<tr>
<td>216</td>
<td>127R78Z</td>
<td>100% POLYESTER WOMEN'S LONG SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$38.70</td>
</tr>
<tr>
<td>217</td>
<td>ST355</td>
<td>Sport-Tek PosiCharge Competitor Short. Color: Iron Grey; XSmall - 3XL</td>
<td></td>
<td>$7.25</td>
</tr>
<tr>
<td>218</td>
<td>KP55</td>
<td>3 colors set-up and print on left leg</td>
<td></td>
<td>$8.35</td>
</tr>
<tr>
<td>219</td>
<td>Port &amp; Company Core Blend Jersey Knit Polo Color: Ash Grey; XSmall - 3XL</td>
<td></td>
<td>$8.35</td>
<td></td>
</tr>
<tr>
<td>220</td>
<td>PC55</td>
<td>3 colors set-up and print on left chest - silk screen</td>
<td></td>
<td>$8.35</td>
</tr>
<tr>
<td>221</td>
<td>Port &amp; Company Core Blend Tee. Color: Ash Grey; XSmall - 3XL</td>
<td></td>
<td>$8.35</td>
<td></td>
</tr>
<tr>
<td>222</td>
<td>PC78P</td>
<td>3 Colors set-up and print on Left Chest; 3 Colors set-up and print on Full Back - silk screen</td>
<td></td>
<td>$11.25</td>
</tr>
<tr>
<td>223</td>
<td>Port &amp; Company Core Fleece Sweatpant with Pockets. Color: Charcoal; XSmall - 3XL</td>
<td></td>
<td>$11.25</td>
<td></td>
</tr>
<tr>
<td>224</td>
<td>PC90</td>
<td>3 colors set-up and print on left leg - silk screen</td>
<td></td>
<td>$11.90</td>
</tr>
<tr>
<td>225</td>
<td>Port &amp; Company® Essential Fleece Crewneck Sweatshirt. Color: Ash Grey; XSmall - 3XL</td>
<td></td>
<td>$11.90</td>
<td></td>
</tr>
<tr>
<td>226</td>
<td></td>
<td>3 Colors set-up and print on Left Chest; 3 Colors set-up and print on Full Back - silk screen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>227</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>228</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>229</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>230</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>231</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>232</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>233</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>234</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>235</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>236</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>237</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>238</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>239</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>240</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>241</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>242</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>243</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>244</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>245</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>246</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Galls, LLC Standard Warranty

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date.

All ballistic and stab resistant material will have a five-year warranty from the purchase date. Upon timely notice, Manufacturer will repair or replace any vest/plate in which, after examination by Manufacturer, Manufacturer determines there is a manufacturing defect.

The outer shell carriers are warranted to be free from manufacturing defects for 24 months from the date of purchase.
Proposal Number: 21-P006R  Proposals will be received until: March 3, 2021 @ 12:00pm
Proposal Title: Police Department Uniforms and Accessories

<table>
<thead>
<tr>
<th>Mailing Date: February 2, 2021</th>
<th>Direct Inquiries to: Robin B. Robinson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Galls, LLC</td>
<td>FEIN/SS#: 20-3545989</td>
</tr>
<tr>
<td>Vendor Address: 1340 Russell Cave Road</td>
<td>City – State – Zip: Lexington, KY 40505</td>
</tr>
<tr>
<td>Telephone Number: 859-800-1402</td>
<td>Fax Number: 877-914-2557</td>
</tr>
</tbody>
</table>

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No

Authorized Signature: ___________________________  Title: Chief Financial Officer
Date: 3/1/2021

1. This solicitation seeks proposals responding to the Scope of Work for a **Police Department Uniforms and Supplies**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Robin B. Robinson no later than 1:00pm on February 18, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov.
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Galls, LLC

Company Name
As registered with the IRS

1340 Russell Cave Road
Correspondence Address

Lexington, KY 40505
City, State, Zip

Rose-Lindsay@galls.com
Email

PO Box 71628
Remittance Address

Chicago, IL 60694-1628
City, State, Zip

20-3545989
Federal Tax ID (FEIN)/SS Number

Authorized Signature

David Scheve
Printed Name

Chief Financial Officer
Title

859-800-1402/800-876-4242
Telephone Number/Toll Free Also (If Available)

877-914-2557
Fax Number

3/1/2021
Date

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☐ No
If so, please provide a copy of your certificate with your response.
ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
312 Elm Street, 24th Floor
Cincinnati, OH 45202
513 852-6300

INSURED
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

INSURER A: QBE Insurance Corporation
INSURER B: General Casualty Company of Wisconsin
INSURER C: Progressive Insurance Company
INSURER D: The Cincinnati Insurance Company
INSURER E: Great American Excess & Surplus Insurance Company

COVERAGES

COVERAGE

COMMERCIAL GENERAL LIABILITY

A

POLICY NUMBER:
CGA1365959

POLICY EFF.:
03/01/2020

POLICY EXP.:
03/01/2021

EXCEPT:
EACH OCCURRENCE $1,000,000

LEGAL DEFENSE $1,000,000

CLAIMS MADE $10,000

LIMITS

INSURED AUTOMOBILE LIABILITY

A

POLICY NUMBER:
CBA1365959

POLICY EFF.:
03/01/2020

POLICY EXP.:
03/01/2021

EXCEPT:
COMBINED SINGLE LIMIT $1,000,000

PROPERTY DAMAGE $1,000,000

BODILY INJURY $1,000,000

LIMITS

EXCESS LIABILITY

B

POLICY NUMBER:
CCU1365959

POLICY EFF.:
03/01/2020

POLICY EXP.:
03/01/2021

EXCEPT:
EACH OCCURRENCE $10,000,000

AGGREGATE $10,000,000

LIMITS

C

POLICY NUMBER:
CWC1365959

POLICY EFF.:
03/01/2020

POLICY EXP.:
03/01/2021

EXCEPT:
EACH OCCIDENT $1,000,000

DISEASE - 6A EMPLOYEES $1,000,000

DISEASE - POLICY LIMIT $1,000,000

LIMITS

D

POLICY NUMBER:
EXS0570374

POLICY EFF.:
03/01/2020

POLICY EXP.:
03/01/2021

EXCEPT:
$15,000,000 Limit

LIMITS

E

POLICY NUMBER:
PREE29196800

POLICY EFF.:
01/31/2018

POLICY EXP.:
01/31/2021

EXCEPT:
$3,000,000 Limit

LIMITS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Evidence of coverage.

CERTIFICATE HOLDER

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505-3114

© 1988-2015 ACORD CORPORATION. All rights reserved.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.

   AND
   □ Affidavit B – Work to be Performed by Minority and/or Women-owned Firms
   OR
   ✗ Affidavit C – Intent to Perform Contract with Own Workforce. in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Galls, LLC

Signature ___________________________ 3/1/2021

David Scheve
Print Name ___________________________ Date

Witness ___________________________ Chief Financial Officer

Title ___________________________
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of ____________ (Name of Bidder)
Charleston Police Department Uniforms and Accessories #21-P006R (Project Name)

I hereby certify that on the

Total Project Amount $ 150K

I will make a good faith effort to expend a minimum of TBD % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Gutierrez, 843-953-5075</td>
<td>H</td>
<td>Routine alterations</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total MBE Participation: TBD % $ TBD

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 3/1/2021 Name of Authorized Officer (Print/Type): David Schaefer

Signature: ____________________________
Title: Chief Financial Officer

Sworn to before me this 1st day of March, 2021. Notary Public for the State of Kentucky

My Commission Expires: 6/17/2022
Print Name: Bradley Schaefer
Phone Number: 859-890-9601
Address: 1040 Russell Cave Rd Lexington, KY 40505

Notary Seal:

23
## References

Bidders/Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Sommerfeldt</td>
<td>180 Lockwood Blvd</td>
<td>843-720-2429</td>
<td><a href="mailto:sommerfeldtb@charleston-sc.gov">sommerfeldtb@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Myrtle Beach Police Dept. Lynn Gryden-Labiak</td>
<td>1101 N. Oak Street</td>
<td>843-918-1302</td>
<td><a href="mailto:lgrayden@cityofmyrtlebeach.com">lgrayden@cityofmyrtlebeach.com</a></td>
</tr>
<tr>
<td>Horry County Sheriff's Office - Stacia Smith</td>
<td>1950 Industrial Park Rd.</td>
<td>843-915-6902</td>
<td><a href="mailto:smithst@horrycounty.org">smithst@horrycounty.org</a></td>
</tr>
<tr>
<td>Horry County Fire Rescue - Trudy Kelley</td>
<td>3230 Hwy 319 E.</td>
<td>843-915-5190</td>
<td><a href="mailto:kelleyt@horrycounty.org">kelleyt@horrycounty.org</a></td>
</tr>
</tbody>
</table>
Vendor Questionnaire:

1. What would be the maximum number of days you would require to complete any of the above tasks? _______ days 7-10 Days In Stock with Customization. 30-45 business days for Out of Stock

2. List below the location(s), street address and city where the work will be performed? Is the work done in-house or sub-contracted? If it is sub-contracted, provide information on the sub-contractor.
   
   Galls has worked out an agreement with the Citadel alterations shop to perform standard routine alterations for the Charleston PD. All alterations needed by the Charleston PD personnel will be billed to Galls for payment on a monthly basis. The servicing location for this is 171 Moultrie Street | Charleston, SC 29409. Main point of contact for the tailor shop is: Rick Gutierrez
   
   Director, Tailor-Shop
   843-953-5075
   rick.gutierrez@citadel.edu

3. Is the embroidery performed in-house or sub-contracted? If sub-contracted, provide information on the sub-contractor. Also provide information on turn-around time for embroidery.
   
   Embroidery will be performed in-house in our Wilmington, NC store location
   
   2716 Exchange Drive Wilmington, NC 28405

4. What are your days and hours of operation? _M-F 8am-5pm w/ customer service available_ 7 days a week

5. What is the number of years' experience you have in providing similar services?
   
   53 _______ Years

6. List the names of those persons who will have a management or senior position working with the City if you are awarded the contract. List name, title or position, and project duties.
   
   Marcus Misenheimer: Outside Account Manager, Responsible for Daily Operations and In-Person Service
   
   Alison Bray: Sales Manager, Responsible for Daily Operations
   
   Robin Thompson: Wilmington Branch Manager, responsible for daily operations

7. Describe inventory limitations or any other factor that might affect the two week turn-around time required by the City.
   
   Due to the current state of emergency due to Covid-19, there may be delivery, supply chain or disruptions to service beyond our control. We are dedicated to providing excellent service in a timely manner for our customers and will make every effort to minimize any disruptions while maintaining the health and safety of our employees and customers.
**Embroidery.** While alterations and attachment of patches and insignia is included as part of the price of uniform articles, embroidery may be charged as a separate cost. If there is an additional cost to embroider names, state cost below.

*Embroidery charges are listed on the pricing sheet. For name embroidery specifically 1st line $5.00
2nd Line $5.50.*

**Additional Items and Accessories.** There may be occasions when Uniformed Employees may require items not listed in this solicitation. The City would like to have a discount off of other related items that are offered by your company and covered by their uniform allowance. Please state an overall discount, or discounts for other items offered by your company in the space below or on a separate sheet.

<table>
<thead>
<tr>
<th>Description/Category</th>
<th>Brand/Mfg. Name</th>
<th>% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will offer a 10% discount off of Galls full line catalog encompassing all brands and manufacturers</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="http://www.galls.com">www.galls.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

There may be occasions when Uniformed Employees may need alterations, attachment of insignias, embroidery of names, etc., after the initial purchase of an item. Please provide a description of the cost for such service in the space below or on a separate sheet.

*Any alterations needed to ensure proper fit for original intended wearer of uniform will be provided at no charge*

*Alteration pricing for existing uniforms as follows: Hemming trousers - $5.00, Add insignias (per garment) - $5.00, Name embroidery – $5.00 (one line) $5.50 (2 lines), Tapering shirts – $15.00, Striping pants - $10.00*

**Warranties.** Vendor warrants that the workmanship and/or merchandise will conform to its description and any applicable specifications and shall be of good, merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty of service guarantee given by Vendor to the City.
ADDENDUM #1 Q&A

DATE:    February 22, 2021
TO:      All Bidders
FROM:    Robin B. Robinson
RE:      21-P006R – Police Dept. Uniforms and Supplies RFP

The addendum #1 Q&A to the solicitation is being made for the following reasons:

Q-1    Is this all or nothing or can line items be purchased separate from different vendors?
A-1    We reserve the right to purchase from any vendor.

Q-2    Do you anticipate extending the bid due date?
A-2    Not at this time.

Q-3    What additional details are you willing to provide, if any, beyond what is stated in the bid
documents concerning how you will identify the winning bid?
A-3    All information pertaining to award has been provided in the RFP document.

Q-4    Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?
A-4    It was not.

Q-5    Other than your own website, where was this bid posted?
A-5    We advertised in The Chronicle, the Post & Courier and the SCBO (South Carolina Business
Opportunities) website.
Q-6 On the previous solicitation (Summer 2020), we provided alternate samples of certain garments with the intent to obtain “approved equal” status. Can we submit information on alternate garments that meet or exceed your specifications and if so, what do we need to provide in addition to pricing - specifications sheet, catalog information and/or a sample?

A-6 We would need a sample of the garment to ensure the colors match the colors we currently are issuing.

Q-7 Primary Solicitation Document:
   a. Page 31 – Can you provide clarity on what would constitute a 10 day (or less) turnaround in case of emergencies?

   b. Page 31 – You inserted new verbiage that indicates “the vendor should have the ability to send the orders direct to a specified location”. Can you provide clarity on what this means – shipping to multiple department locations? Shipping to our local retail store? Shipping to officer’s homes?

A-7 a. 10 calendar days

   b. Shipping to wherever the order needed to be shipped.

Q-8 Photo Pages -
   a. Page 19-23 – You include items like screen printed/heat pressed t-shirts, sweatshirts, shorts, etc. These are not included on the garment/accessories spreadsheet.
      i. Should these items be priced on the pricing response sheet?

      ii. If so, can you provide manufacturer names and part numbers, colors, and if the art is screen printed or heat pressed?

A-8 i. Yes

     ii. Provided; screened printed

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

\[Signature\]

Signature of Acknowledgement

\[Date\]

Date

Company Name
Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   _X_ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   _X_ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   _X_ Yes ____ No

4. Did you sign the applicable Affidavit?
   _X_ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   _X_ Yes ____ No

6. Did you complete and include all pricing sheets?
   _X_ Yes ____ No

7. Did you include the required references?
   _X_ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   _X_ Yes ____ No

9. Did you include and sign any addenda?
   _X_ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    _X_ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the bid carefully.**

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your response.
<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 MANUFACTURER</td>
<td>STYLE #</td>
<td>DESCRIPTION</td>
<td>COST</td>
<td></td>
</tr>
<tr>
<td>2 S158 RH GP PPI</td>
<td>S158 SHIELD BADGE</td>
<td>$41.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 S1588 RH</td>
<td>S1588 SHIELD BADGE</td>
<td>$47.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 S158C RH</td>
<td>S158C BADGE</td>
<td>$47.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 BLP-023</td>
<td>BLUE LINE MEMORIAL BADGE RIBBON</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 CHARLESTON HAT</td>
<td>RH</td>
<td>CHARLESTON CUSTOM HAT BADGE</td>
<td>$47.25</td>
<td></td>
</tr>
<tr>
<td>7 BG135</td>
<td>TACTICAL TEAM BAG</td>
<td>$30.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 P901 1ST LT.</td>
<td>BAR REGULAR SIZE W/CLUTCHBACK</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 C501M-3 RHD</td>
<td>1/2IN 3 LETTER CUSTOM COLLAR BRASS PAIR</td>
<td>$21.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 CP093 SIL</td>
<td>ADJUSTABLE CITATION HOLDER</td>
<td>$13.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 3915CB</td>
<td>CENTER MASS SWAT OPERATOR INSIGNIA W/EAGLE</td>
<td>$11.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 X206754A</td>
<td>AC4233379 CHARLESTON POLICE UNDERWATER RECOVERY TEAM 4x3.5</td>
<td>$1.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 G24280</td>
<td>AC4233379 CHARLESTON POLICE ANIMAL SERVICES REFL BACK PATCH</td>
<td>$6.15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 G30048A</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE OD W/HOOK V</td>
<td>$2.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 G40522V1</td>
<td>AC4233379 CHARLESTON POLICE DEPT. EXPLORERS BADGE PATCH SIL/</td>
<td>$1.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 G40526</td>
<td>AC4233379 CHARLESTON POLICE DEPT. EMBROIDERABLE PATCH W/TXT</td>
<td>$1.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 G40528</td>
<td>AC4233379 CHARLESTON POLICE DEPT. PARTIALLY BLANK EMBROIDERA</td>
<td>$0.97</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 G33014</td>
<td>AC4233379 CHARLESTON POLICE DEPT. EXPLORERS CIRCLE PATCH GLD</td>
<td>$1.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19 G30042</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE SHD ROY/DK</td>
<td>$1.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 G30041</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE CHEST ROY/</td>
<td>$0.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21 G30043</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE POLICE PIP</td>
<td>$1.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 G30045</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE TRANSPORT</td>
<td>$1.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23 G30046</td>
<td>AC4233379 CHARLESTON S.C. POLICE - GOLD BADGE 3-3/8 X 2-1/2</td>
<td>$1.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 G30047</td>
<td>AC4233379 CHARLESTON S.C. POLICE - SILVER BADGE 3-3/8 X 2-1</td>
<td>$1.48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 G30048</td>
<td>AC4233379 CHARLESTON S.C. POLICE - CHARLES TOWNE OD 4-1/2</td>
<td>$1.58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26 G30037V1</td>
<td>AC4233379 (CHARLESTON PD) SGT CHEV PRT LT ROY/NAV 3.1875 X 4</td>
<td>$2.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27 G30038V1</td>
<td>AC4233379 (CHARLESTON PD) CORP CHEV PRT LT ROY/NAV 3 X 3.375</td>
<td>$2.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28 G30039V1</td>
<td>AC4233379 (CHARLESTON PD) SR PO ONE STRIPE PR CHEV LT ROY/NA</td>
<td>$2.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29 G30040V1</td>
<td>AC4233379 (CHARLESTON PD) MAST PO 1 OVER 1 UNDER CHEV PR LT</td>
<td>$3.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 X204502A</td>
<td>AC4233379 CHARLESTON S.C. POLICE EXPLOSIVE DEVICES TEAM 4&quot; C</td>
<td>$1.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31 CPD EMB 1</td>
<td>CRIME SCENE UNIT TEXT BACK</td>
<td>$20.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 CPD EMB 2</td>
<td>CHARLESTON POLICE FOUNDED 1670 VISOR</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33 CPD EMB 3</td>
<td>CHARLESTON POLICE FOUNDED 1670</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34 CPD EMB 4</td>
<td>CITY OF CHARLESTON POLICE SIL</td>
<td>$7.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35 CPD EMB 5</td>
<td>CHARLESTON FOUNDED 1670</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36 CPD EMB 6</td>
<td>CHARLESTON POLICE DEPT FORENSIC SERVICES</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37 CPD EMB 7</td>
<td>POLICE FOR BACK CHARLESTON PD SIL</td>
<td>$22.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38 CPD EMB 8</td>
<td>POLICE HARBOR PATROL BACK</td>
<td>$25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39 CPD EMB 9</td>
<td>CITY OF CHARLESTON POLICE GLD</td>
<td>$7.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 CPD EMB 10</td>
<td>CHARLESTON DIVE TEAM LOGO SIL</td>
<td>$8.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41 CPD EMB 11</td>
<td>CHARLESTON DIVE TEAM LOGO GLD</td>
<td>$8.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>--------------------------------</td>
<td>------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>42</td>
<td></td>
<td>CPD EMB 12</td>
<td>POLICE DIVE RESCUE TEXT BACK GLD</td>
<td>$22.00</td>
</tr>
<tr>
<td>43</td>
<td></td>
<td>CPD EMB 13</td>
<td>POLICE DIVE RESCUE TEXT BACK SIL</td>
<td>$22.00</td>
</tr>
<tr>
<td>44</td>
<td></td>
<td>SOFT-W</td>
<td>SOFT TACTICAL TOURNIQUET 1.5.</td>
<td>$28.00</td>
</tr>
<tr>
<td>45</td>
<td></td>
<td>69260</td>
<td>TLR-1 HL GUN MOUNT</td>
<td>$131.00</td>
</tr>
<tr>
<td>46</td>
<td></td>
<td>69261</td>
<td>TLR-2 HL GUN MOUNT</td>
<td>$310.00</td>
</tr>
<tr>
<td>47</td>
<td></td>
<td>J45335W 9.5</td>
<td>MERRELL MOAB 2 - 8&quot; TACTICAL WATERPROOF BOOT</td>
<td>$125.00</td>
</tr>
<tr>
<td>48</td>
<td></td>
<td>J45366 9</td>
<td>MERRELL MOAB 2 - WOMENS 8&quot; TACTICAL WATERPROOF BOOT</td>
<td>$120.00</td>
</tr>
<tr>
<td>49</td>
<td></td>
<td>J45337W 9</td>
<td>MERRELL MOAB 2 - 6&quot; MID TACTICAL WATERPROOF BOOT</td>
<td>$114.90</td>
</tr>
<tr>
<td>50</td>
<td></td>
<td>J45368 8.5</td>
<td>MERRELL MOAB 2 - WOMENS 6&quot; MID TACTICAL WATERPROOF BOOT</td>
<td>$110.00</td>
</tr>
<tr>
<td>51</td>
<td></td>
<td>3021035 001 14 E4</td>
<td>UA VALSETZ RTS 1.5</td>
<td>$87.00</td>
</tr>
<tr>
<td>52</td>
<td></td>
<td>3021037-001 6</td>
<td>UA W VALSETZ RTS 1.5</td>
<td>$87.00</td>
</tr>
<tr>
<td>53</td>
<td></td>
<td>J17744 9.5</td>
<td>WOMEN'S AGILITY PEAK TACTICAL</td>
<td>$83.00</td>
</tr>
<tr>
<td>54</td>
<td></td>
<td>12392 019 95 W</td>
<td>5.11 ATAC 2.0 8IN STORM SZ</td>
<td>$100.50</td>
</tr>
<tr>
<td>55</td>
<td></td>
<td>12406 019 7 R</td>
<td>5.11 WOMEN'S ATAC 2.0 8IN STORM SZ</td>
<td>$100.50</td>
</tr>
<tr>
<td>56</td>
<td></td>
<td>155201-14.0/EU48</td>
<td>MENS FORCE 8IN SIDE ZIP DUTY BOOT</td>
<td>$64.00</td>
</tr>
<tr>
<td>57</td>
<td></td>
<td>12310-019-9.5-R</td>
<td>EVO 8&quot; W/ SIDE ZIPBER</td>
<td>$80.00</td>
</tr>
<tr>
<td>58</td>
<td></td>
<td>12312-019-9.3-R</td>
<td>EVO 8&quot; WP W/ SIDE ZIPPER</td>
<td>$95.60</td>
</tr>
<tr>
<td>59</td>
<td></td>
<td>E00731 BLK 7.5 W</td>
<td>BATES WOMENS LITES BLK HI GLOSS OXFORDS</td>
<td>$112.00</td>
</tr>
<tr>
<td>60</td>
<td></td>
<td>531-6303 95 M</td>
<td>THOROGOOD WOMENS HI-GLOSS DRESS OXFORD</td>
<td>$108.00</td>
</tr>
<tr>
<td>61</td>
<td></td>
<td>12018-019-7-R</td>
<td>ATAC GIN BOOT SIDE ZIP</td>
<td>$70.00</td>
</tr>
<tr>
<td>62</td>
<td></td>
<td>12019-019-9-R</td>
<td>ATAC GIN SHIELD BOOT SIDE ZIP</td>
<td>$112.75</td>
</tr>
<tr>
<td>63</td>
<td></td>
<td>12394-019-9-R</td>
<td>5.11 ATAC 2.0 6IN SZ</td>
<td>$74.00</td>
</tr>
<tr>
<td>64</td>
<td></td>
<td>12404-019-9-R</td>
<td>5.11 WOMENS ATAC 2.0 6IN SZ</td>
<td>$74.00</td>
</tr>
<tr>
<td>65</td>
<td></td>
<td>12404-019-15-R</td>
<td>5.11 ATAC 2.0 6IN NZ</td>
<td>$69.50</td>
</tr>
<tr>
<td>66</td>
<td></td>
<td>12030-120-5-R</td>
<td>5.11 TACLITE GIN QUARTER BOOT</td>
<td>Item Not Available</td>
</tr>
<tr>
<td>67</td>
<td></td>
<td>831-6031 9M</td>
<td>POROMERIC ACADEMY OXFORD</td>
<td>$45.00</td>
</tr>
<tr>
<td>68</td>
<td></td>
<td>E00941 BLK 12 D</td>
<td>BATES HIGH GLOSS OXFORD</td>
<td>$102.90</td>
</tr>
<tr>
<td>69</td>
<td></td>
<td>28012 BLK 9 EE</td>
<td>KINETIC WP SIDE ZIP 8IN DUTY BOOT</td>
<td>$154.37</td>
</tr>
<tr>
<td>70</td>
<td></td>
<td>12347-120-8.5-R</td>
<td>EVO 8IN BOOT</td>
<td>$91.15</td>
</tr>
<tr>
<td>71</td>
<td></td>
<td>FX282 BLK 11 W</td>
<td>G-TAC ATHLETIC 6&quot; SZ WP</td>
<td>$41.00</td>
</tr>
<tr>
<td>72</td>
<td></td>
<td>1287351-001 9S</td>
<td>UNDER ARMOUR MIRAGE 3.0 BOOT</td>
<td>$59.00</td>
</tr>
<tr>
<td>73</td>
<td></td>
<td>8NG 190 LG</td>
<td>NOMEX FLIGHT GLOVES</td>
<td>$51.00</td>
</tr>
<tr>
<td>74</td>
<td></td>
<td>GL389 BLK MD</td>
<td>ELITE SWAT GLOVE</td>
<td>$29.15</td>
</tr>
<tr>
<td>75</td>
<td></td>
<td>ATX90 BLK XL</td>
<td>ALL LEATHER DUTY GLOVES W/ KNUCKLE ARMOR</td>
<td>$32.10</td>
</tr>
<tr>
<td>76</td>
<td></td>
<td>NE1020 DPNV/DPNV S/M</td>
<td>STRETCH MESH CAP</td>
<td>$10.80</td>
</tr>
<tr>
<td>77</td>
<td></td>
<td>121-CPD-S NAV 738</td>
<td>CHARLESTON PD SUMMER DRESS CAP</td>
<td>$48.00</td>
</tr>
<tr>
<td>78</td>
<td></td>
<td>SV4GS LGR 5X PLN</td>
<td>ECONOMY CLASS 2 SOLID POINT BREAKAWAY</td>
<td>$20.70</td>
</tr>
<tr>
<td>79</td>
<td></td>
<td>17779000373000</td>
<td>BARRIER TAPTE CRIME SCENE</td>
<td>$13.50</td>
</tr>
<tr>
<td>80</td>
<td></td>
<td>CRMSCENTAPE</td>
<td>BARRIER TAPE 10 PACK</td>
<td>$87.50</td>
</tr>
<tr>
<td>81</td>
<td></td>
<td>LUX-PSXL2X</td>
<td>OCCULUX TRAFFIC VEST - POLICE</td>
<td>$33.50</td>
</tr>
<tr>
<td>82</td>
<td></td>
<td>0730 001-019</td>
<td>30 MINUTE NON SPIKE FLARES BULK 36/CASE</td>
<td>$81.50</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>---</td>
<td>---------------</td>
<td>---------------------------------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>83</td>
<td>TCM-006</td>
<td>CONDOR MESH TACTICAL CAP</td>
<td></td>
<td>$10.00</td>
</tr>
<tr>
<td>84</td>
<td>F1 59130WP 86 XLARGE REG</td>
<td>WATERPROOF DUTY JACKET W/LINER &amp; SIL P BUTTONS</td>
<td></td>
<td>$109.10</td>
</tr>
<tr>
<td>85</td>
<td>S315V 011 XL REG</td>
<td>WEATHERTECH REVERSIBLE DUTY JACKET W/VIZGUARD</td>
<td></td>
<td>$141.86</td>
</tr>
<tr>
<td>86</td>
<td>F1 34891 86 50 LONG</td>
<td>DBL BRST COAT 1/2” METGLD 3 1/4&quot; FRM CUFF1/4 BTWN GLD P</td>
<td></td>
<td>$259.00</td>
</tr>
<tr>
<td>87</td>
<td>LP 6606-1/40</td>
<td>1-1/2IN LEATHER GARRISON BELT</td>
<td></td>
<td>$11.90</td>
</tr>
<tr>
<td>88</td>
<td>B708R</td>
<td>CLOSED HANDCUFF CASE</td>
<td></td>
<td>$26.03</td>
</tr>
<tr>
<td>89</td>
<td>77-383-2</td>
<td>SAFARIAND #77 DOUBLE MAGAZINE HOLDER</td>
<td></td>
<td>$29.00</td>
</tr>
<tr>
<td>90</td>
<td>38-4-2B</td>
<td>SAFARIAND MKIII DEFENSE SPRAY CASE</td>
<td></td>
<td>$23.00</td>
</tr>
<tr>
<td>91</td>
<td>38-2B</td>
<td>SAFARIAND SAFARIAMINATE MKIV DEFENSE SPRAY CASE</td>
<td></td>
<td>$25.60</td>
</tr>
<tr>
<td>92</td>
<td>G70</td>
<td>GEAR CLOSED-TOP CUFF CASE</td>
<td></td>
<td>$19.00</td>
</tr>
<tr>
<td>93</td>
<td>33-2V</td>
<td>GLOVE POUCH W/VELCRO</td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td>94</td>
<td>35-F21-2</td>
<td>EXPANDABLE BATON HOLDER</td>
<td></td>
<td>$23.00</td>
</tr>
<tr>
<td>95</td>
<td>38-3-2HS</td>
<td>38 38HS CLOSED TOP PEPPER SPRAY HOLDER</td>
<td></td>
<td>$23.00</td>
</tr>
<tr>
<td>96</td>
<td>6360-383-412</td>
<td>6360 ALS DUTY HOLSTER LEVEL III RETENTION</td>
<td></td>
<td>$110.00</td>
</tr>
<tr>
<td>97</td>
<td>A519ABPRU-4</td>
<td>PADDLE HANDCUFF AND MAG COMBO FOR ASP HANDCUFF</td>
<td></td>
<td>$49.20</td>
</tr>
<tr>
<td>98</td>
<td>44H0158K-R</td>
<td>SERPA DUTY HOLSTER F/TASER X26</td>
<td></td>
<td>$34.77</td>
</tr>
<tr>
<td>99</td>
<td>B1111N</td>
<td>PL CUFF CASE W/NICKLE SNP</td>
<td></td>
<td>$19.38</td>
</tr>
<tr>
<td>100</td>
<td>1011-48-NKL</td>
<td>2 1/4IN SAM BROWN BELT</td>
<td></td>
<td>$38.98</td>
</tr>
<tr>
<td>101</td>
<td>1611-46-GLD</td>
<td>1 3/4IN GARRISON BELT</td>
<td></td>
<td>$24.22</td>
</tr>
<tr>
<td>102</td>
<td>88781</td>
<td>CORDURA SINGLE DUTY CUFF CASE</td>
<td></td>
<td>$11.82</td>
</tr>
<tr>
<td>103</td>
<td>88771</td>
<td>MKIII NYLON MACE CASE</td>
<td></td>
<td>$11.82</td>
</tr>
<tr>
<td>104</td>
<td>88961</td>
<td>DOUBLE LATEX GLOVE CARRIER</td>
<td></td>
<td>$11.05</td>
</tr>
<tr>
<td>105</td>
<td>88183</td>
<td>STINGER FLASHLIGHT CASE</td>
<td></td>
<td>$11.31</td>
</tr>
<tr>
<td>106</td>
<td>1118-2</td>
<td>BALLISTIC TORNIQUET HOLDER</td>
<td></td>
<td>$11.96</td>
</tr>
<tr>
<td>107</td>
<td>14416</td>
<td>ACCUMOLD D-CELL FLASHLIGHT RING</td>
<td></td>
<td>$7.50</td>
</tr>
<tr>
<td>108</td>
<td>X652-1</td>
<td>PHOENIX ADV QUICK RELEASE RADIO CASE W/SWIVEL</td>
<td></td>
<td>$23.50</td>
</tr>
<tr>
<td>109</td>
<td>22092</td>
<td>ACCUMOLD ELITE BELT KEEPERS</td>
<td></td>
<td>$10.50</td>
</tr>
<tr>
<td>110</td>
<td>59405-019-KL</td>
<td>511 TACTICAL 1 3/4 IN OPERATOR BELT</td>
<td></td>
<td>$27.00</td>
</tr>
<tr>
<td>111</td>
<td>59552-019-M</td>
<td>TDU BELT 1.75IN PLASTIC BUCKLE</td>
<td></td>
<td>$11.95</td>
</tr>
<tr>
<td>112</td>
<td>CPD NAME 1</td>
<td>STANDARD 3/4 IN NAMESTRIP MONOGRAM</td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>113</td>
<td>CPD NAME 2</td>
<td>STANDARD 3/4 IN NON APPLIED NAMESTRIP MONOGRAM</td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>114</td>
<td>CPD NAME 3</td>
<td>STANDARD 3/4 IN NAMESTRIP MONOGRAM</td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>115</td>
<td>J3 1LN GLD PLSH CB</td>
<td>BLACKINGTON NAMETAG 5/8IN X 2 1/2IN ONE LINE</td>
<td></td>
<td>$8.74</td>
</tr>
<tr>
<td>116</td>
<td>NP-500 RH W/ 7793 CHARLESTON EMB</td>
<td>CHARLESTON HOOKFAST NAMETAG</td>
<td></td>
<td>$14.35</td>
</tr>
<tr>
<td>117</td>
<td>PEC01</td>
<td>1 LINE RIGHT CHEST EMBROIDERY</td>
<td></td>
<td>$5.00</td>
</tr>
<tr>
<td>118</td>
<td>PEC02</td>
<td>2 LINE RIGHT CHEST EMBROIDERY</td>
<td></td>
<td>$5.50</td>
</tr>
<tr>
<td>119</td>
<td>PED00 TXT</td>
<td>BLOCK LETTER BACK EMBROIDERY DESIGN</td>
<td></td>
<td>$25.25</td>
</tr>
<tr>
<td>120</td>
<td>PEH00 TXT</td>
<td>1/2 INCH INITIALS EMBROIDERY</td>
<td></td>
<td>$3.00</td>
</tr>
<tr>
<td>121</td>
<td>PN REGS R</td>
<td>SMITH WARREN REG ENAMEL FOR NI, RHD, GP, BLK/MB ONLY</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>122</td>
<td>475CC BK</td>
<td>SOLID CAP COVER</td>
<td></td>
<td>$7.00</td>
</tr>
<tr>
<td>123</td>
<td>5039</td>
<td>MK3 FIRST DEFENSE PEPPER 10</td>
<td></td>
<td>$12.50</td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------------------------</td>
<td>----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>124 5049</td>
<td>FIRST DEFENSE .2 PERCENT MK-4 STREAM OC AEROSOL</td>
<td></td>
<td>133.50</td>
<td></td>
</tr>
<tr>
<td>125 13V02-100 18 36/37</td>
<td>MENS L/S COTTON RICH BROADCLOTH DRESS SHIRT</td>
<td></td>
<td>17.00</td>
<td></td>
</tr>
<tr>
<td>126 F1 85R768 45 16.0</td>
<td>MENS COMMAND ZIP FRONT S/S SHIRT</td>
<td></td>
<td>35.70</td>
<td></td>
</tr>
<tr>
<td>127 SU310ZMK 011</td>
<td>SORBTEK PROFESSIONAL POLYESTER SS SHIRT</td>
<td></td>
<td>39.25</td>
<td></td>
</tr>
<tr>
<td>128 SU311ZMK 011 42 WMN</td>
<td>WOMEN'S SORBTEK PROFESSIONAL POLYESTER SS SHIRT</td>
<td></td>
<td>39.25</td>
<td></td>
</tr>
<tr>
<td>129 SU315ZMK</td>
<td>SORBTEK PROFESSIONAL POLYESTER LS SHIRT</td>
<td></td>
<td>40.80</td>
<td></td>
</tr>
<tr>
<td>130 SU316ZMK 011 42 WMN</td>
<td>WOMEN'S SORBTEK PROFESSIONAL POLYESTER LS SHIRT</td>
<td></td>
<td>40.80</td>
<td></td>
</tr>
<tr>
<td>131 71152-720-XL</td>
<td>511 S/S TACTICAL SHIRT</td>
<td></td>
<td>45.00</td>
<td></td>
</tr>
<tr>
<td>132 72157-720-XL</td>
<td>5.11 TACTICAL SHIRT LS - COTTON</td>
<td></td>
<td>39.06</td>
<td></td>
</tr>
<tr>
<td>133 0352 DXNV XL</td>
<td>SS VAPOR POLO SHIRT</td>
<td></td>
<td>53.60</td>
<td></td>
</tr>
<tr>
<td>134 0353 DXNV XL</td>
<td>LS VAPOR POLO SHIRT</td>
<td></td>
<td>58.90</td>
<td></td>
</tr>
<tr>
<td>135 5978-000 MED</td>
<td>LADIES L/S 60/40 COT/POLY OXFORD NON IRON DRESS SHIRT</td>
<td></td>
<td>29.00</td>
<td></td>
</tr>
<tr>
<td>136 S659 OXBL SM</td>
<td>PORT AUTHORITY S/S SUPERPRO OXFORD SHIRT</td>
<td></td>
<td>27.00</td>
<td></td>
</tr>
<tr>
<td>137 S658 OXF BLUE SM</td>
<td>PORT AUTHORITY SUPERPRO OXFORD SHIRT</td>
<td></td>
<td>27.00</td>
<td></td>
</tr>
<tr>
<td>138 E00942 95 D</td>
<td>BATES LITE HIGH GLOSS OXFORDS</td>
<td></td>
<td>115.50</td>
<td></td>
</tr>
<tr>
<td>139 834-6027 105M</td>
<td>MENS THOROGOOD OXFORD</td>
<td></td>
<td>115.00</td>
<td></td>
</tr>
<tr>
<td>140 12002-019-10.5-W</td>
<td>5.11 ATAC QUARTER BOOT</td>
<td></td>
<td>74.00</td>
<td></td>
</tr>
<tr>
<td>141 FQ0002049 13 W</td>
<td>ROCKY FT. HOOD BOOTS</td>
<td></td>
<td>68.88</td>
<td></td>
</tr>
<tr>
<td>142 FQ0002149 13 M</td>
<td>ROCKY FORT HOOD ZIPPER BOOTS</td>
<td></td>
<td>78.64</td>
<td></td>
</tr>
<tr>
<td>143 12004-019-9.5-W</td>
<td>5.11 TACTICAL ATAC 8IN STORM WP ZIPPER BOOTS</td>
<td></td>
<td>100.50</td>
<td></td>
</tr>
<tr>
<td>144 J15845 9.5</td>
<td>MOAB 2 S IN TACTICAL WATERPROOF BOOT</td>
<td></td>
<td>126.00</td>
<td></td>
</tr>
<tr>
<td>145 J15861W 12</td>
<td>MOAB 2 TACTICAL BOOT</td>
<td></td>
<td>96.60</td>
<td></td>
</tr>
<tr>
<td>146 71175-724-XL</td>
<td>S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT</td>
<td></td>
<td>35.98</td>
<td></td>
</tr>
<tr>
<td>147 72175-724-S</td>
<td>TACLITE PRO SHIRT LS POLY/CTN RIPSTOP</td>
<td></td>
<td>38.00</td>
<td></td>
</tr>
<tr>
<td>148 72194-190-XL</td>
<td>511 RAPID ASSAULT SHIRT</td>
<td></td>
<td>47.23</td>
<td></td>
</tr>
<tr>
<td>149 5508 MAUI SM REG</td>
<td>PORT AUTHORITY S/S EASY CARE BUTTON DOWN SHIRT</td>
<td></td>
<td>16.95</td>
<td></td>
</tr>
<tr>
<td>150 71322-688-XS</td>
<td>S/S POLYESTER BIKE PATROL POLO</td>
<td></td>
<td>35.98</td>
<td></td>
</tr>
<tr>
<td>151 F1 VTX4030P NV MEDIUM</td>
<td>WOMENS COLLDBLACK L/S POLO W/PENCIL POCKET</td>
<td></td>
<td>44.10</td>
<td></td>
</tr>
<tr>
<td>152 X1 VTX4010PT NV SMALL</td>
<td>WOMENS COLLDBLACK S/S POLO W/PENCIL POCKET</td>
<td></td>
<td>40.45</td>
<td></td>
</tr>
<tr>
<td>153 1316935-001 SM</td>
<td>UA TACK MOCK BASE</td>
<td></td>
<td>40.95</td>
<td></td>
</tr>
<tr>
<td>154 SW1824 RYBK XL</td>
<td>S/S BIKE PATROL POLO</td>
<td></td>
<td>29.75</td>
<td></td>
</tr>
<tr>
<td>155 71049-724-M</td>
<td>5.11 PERFORMANCE S/S POLO</td>
<td></td>
<td>27.00</td>
<td></td>
</tr>
<tr>
<td>156 VTX4000P</td>
<td>VERTX S/S POLO</td>
<td></td>
<td>34.00</td>
<td></td>
</tr>
<tr>
<td>157 F1 VTX4020P NV XLARGE</td>
<td>VERTX L/S POLO W/COLDBLACK</td>
<td></td>
<td>37.00</td>
<td></td>
</tr>
<tr>
<td>158 90651</td>
<td>906 SERIES RIOT HELMET W/ STND FACE SHEILD AND QR BUCKLE FAS</td>
<td></td>
<td>103.93</td>
<td></td>
</tr>
<tr>
<td>159 TE222 XL</td>
<td>SHIN GUARDS BLACK</td>
<td></td>
<td>30.18</td>
<td></td>
</tr>
<tr>
<td>160 2UPBP-G XL REG</td>
<td>TACTICAL PADDDING W/ HYDRATION POCKET</td>
<td></td>
<td>76.80</td>
<td></td>
</tr>
<tr>
<td>161 602608BK</td>
<td>HELLSTORM TACTICAL ELBOW PAD W/TALON</td>
<td></td>
<td>15.29</td>
<td></td>
</tr>
<tr>
<td>162 1031 BLK SM</td>
<td>ZIP-OFF BIKE PATROL PANTS</td>
<td></td>
<td>42.50</td>
<td></td>
</tr>
<tr>
<td>163 FSG2164</td>
<td>GLOCK 21 BLUE GUN TRAINING GUN</td>
<td></td>
<td>49.50</td>
<td></td>
</tr>
<tr>
<td>164 FSX2650</td>
<td>TASER X26 W/ SAFETY OFF</td>
<td></td>
<td>49.50</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>165</td>
<td>PT10TN 38 08 POLY COTTON TROUSERS</td>
<td></td>
<td></td>
<td>$16.80</td>
</tr>
<tr>
<td>166</td>
<td>74482-724-36-32 5.11 MENS STRYKE EMS PANT</td>
<td></td>
<td></td>
<td>$56.00</td>
</tr>
<tr>
<td>167</td>
<td>SU322K 011 SORBTEK DUTY TROUSERS</td>
<td></td>
<td></td>
<td>$36.25</td>
</tr>
<tr>
<td>168</td>
<td>SU322WK 011 18 WMN WOMEN’S SORBTEK DUTY TROUSERS</td>
<td></td>
<td></td>
<td>$36.25</td>
</tr>
<tr>
<td>169</td>
<td>74251-720-40-32 5.11 Tactical Pants</td>
<td></td>
<td></td>
<td>$38.00</td>
</tr>
<tr>
<td>170</td>
<td>F1 34291W 86.10 REG WOMENS 55/45 POLY/WOOL DRESS TROUSERS</td>
<td></td>
<td></td>
<td>$69.00</td>
</tr>
<tr>
<td>171</td>
<td>74512-134-44-32 5.11 ABR PRO PANT</td>
<td></td>
<td></td>
<td>$40.00</td>
</tr>
<tr>
<td>172</td>
<td>25058Z NAV SM REG ZIP OFF BIKE PANTS</td>
<td></td>
<td></td>
<td>$104.20</td>
</tr>
<tr>
<td>173</td>
<td>74407-750-34-R 5.11 MOTORCYCLE BREECHES</td>
<td></td>
<td></td>
<td>$78.00</td>
</tr>
<tr>
<td>174</td>
<td>74273L-724-46 5.11 TAC LITE PANTS</td>
<td></td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>175</td>
<td>F1 32278 86.42 REG MENS POLY/WOOL UNIFORM DRESS TROUSERS</td>
<td></td>
<td></td>
<td>$69.00</td>
</tr>
<tr>
<td>176</td>
<td>64360-724-8-R WOMENS TACLITE PRO PANT</td>
<td></td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>177</td>
<td>63071-724-10 5.11 WOMENS TACLITE SHORT</td>
<td></td>
<td></td>
<td>$34.00</td>
</tr>
<tr>
<td>178</td>
<td>74363-724-32-30 MENS TACLITE EMS PANTS</td>
<td></td>
<td></td>
<td>$42.00</td>
</tr>
<tr>
<td>179</td>
<td>F1 VTX8600 NV 44 30 VERTX PHANTOM OPS PANTS</td>
<td></td>
<td></td>
<td>$50.00</td>
</tr>
<tr>
<td>180</td>
<td>73308-724-40 511 11 INCH TACLITE SHORT</td>
<td></td>
<td></td>
<td>$34.50</td>
</tr>
<tr>
<td>181</td>
<td>74369-055-34-32 5.11 STRYKE PANT W/FLEX TAC</td>
<td></td>
<td></td>
<td>$54.00</td>
</tr>
<tr>
<td>182</td>
<td>45502-724-38-30 BIKE PATROL PANT</td>
<td></td>
<td></td>
<td>$71.00</td>
</tr>
<tr>
<td>183</td>
<td>A 1IN WEBB TAPE-NB SINGLE 1&quot; NAMESTRIP - APPLIED IN HOUSE</td>
<td></td>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td>184</td>
<td>BNF-70-32-ON1002L 1 IN NYLON LACERATED STRIPING</td>
<td></td>
<td></td>
<td>$3.75</td>
</tr>
<tr>
<td>185</td>
<td>SI14 1008 LAW ENFORCEMENT EXPLORER PATCH</td>
<td></td>
<td></td>
<td>$2.65</td>
</tr>
<tr>
<td>186</td>
<td>45135 BLK 3 X 57 IN POLY/WOOL 4 IN HAND TIE W/ BUTTONHOLE</td>
<td></td>
<td></td>
<td>$6.30</td>
</tr>
<tr>
<td>187</td>
<td>VE02=190562 330 QM VELCRO HOOK - APPLIED</td>
<td></td>
<td></td>
<td>$2.50</td>
</tr>
<tr>
<td>188</td>
<td>ES1284288 REFLECTIVE BACK EMBLEM</td>
<td></td>
<td></td>
<td>$9.50</td>
</tr>
<tr>
<td>189</td>
<td>90043 061 20 IN 3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE</td>
<td></td>
<td></td>
<td>$3.60</td>
</tr>
<tr>
<td>190</td>
<td>LNAVPOLYSTPSTCK 1 INCH POLY PANT STRIPING</td>
<td></td>
<td></td>
<td>$5.90</td>
</tr>
<tr>
<td>191</td>
<td>130680 330 LOOP VELCRO SEW ON</td>
<td></td>
<td></td>
<td>$2.50</td>
</tr>
<tr>
<td>192</td>
<td>BPTF 25 16 OP1002 1/2IN POLYESTER FLAT BRAID</td>
<td></td>
<td></td>
<td>$4.00</td>
</tr>
<tr>
<td>193</td>
<td>BPSF BLK 48 OSC002 1 1/2IN SPUN POLYESTER FLAT BRAID</td>
<td></td>
<td></td>
<td>$4.00</td>
</tr>
<tr>
<td>194</td>
<td>115717 POLICE EMBLEM W/HOOK WHT/BLK 2 X 4</td>
<td></td>
<td></td>
<td>$4.50</td>
</tr>
<tr>
<td>195</td>
<td>CPD ACRTM COLLAR INSIGNIA ENGRAVING</td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>196</td>
<td>306-7-2 POLY STINGER FLASHLIGHT CARRIER</td>
<td></td>
<td></td>
<td>$20.00</td>
</tr>
<tr>
<td>197</td>
<td>87821 MI01 ULTRA INNER DUTY BELT W/ VELCRO</td>
<td></td>
<td></td>
<td>$15.93</td>
</tr>
<tr>
<td>198</td>
<td>87791 MI01 KODRA ULTRA DUTY BELT W/ VELCRO LINING</td>
<td></td>
<td></td>
<td>$21.59</td>
</tr>
<tr>
<td>199</td>
<td>86652 NYLON WEB BELT KEEPERS FOR 2 1/4IN BELT 4/PK</td>
<td></td>
<td></td>
<td>$9.25</td>
</tr>
<tr>
<td>200</td>
<td>HS1210-SS REG 185 MENS NEW DIMENSION S/S SHIRT</td>
<td></td>
<td></td>
<td>$28.78</td>
</tr>
<tr>
<td>201</td>
<td>SP60LT SS XL MENS SS DRESS UNIFORM SHIRT</td>
<td></td>
<td></td>
<td>$15.75</td>
</tr>
<tr>
<td>202</td>
<td>SPS0LT MD 34/35 MENS LS DRESS UNIFORM SHIRT</td>
<td></td>
<td></td>
<td>$20.85</td>
</tr>
<tr>
<td>203</td>
<td>HS1114 185 35 MENS NEW DIMENSION L/S SHIRT</td>
<td></td>
<td></td>
<td>$31.50</td>
</tr>
<tr>
<td>204</td>
<td>P1250R-N PG10 1/2 IN WOVEN LACE METALLIC SLEEVE BRAID (SOLD BY THE YARD)</td>
<td></td>
<td></td>
<td>$6.20</td>
</tr>
<tr>
<td>205</td>
<td>MVP-J-CH FirstWatch Jacket MFG Model: MVP-J-CH</td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------------------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>206 37100</td>
<td>100% POLY MEN'S PANTS W/FLEX WB &amp; T21 POCKET</td>
<td></td>
<td>$47.24</td>
<td></td>
</tr>
<tr>
<td>207 37100W</td>
<td>100% POLY WOMEN'S PANTS W/FLEX WB &amp; T21 POCKET</td>
<td></td>
<td>$47.24</td>
<td></td>
</tr>
<tr>
<td>208 3900</td>
<td>POLYESTER GABARDINE MEN'S PANTS</td>
<td></td>
<td>$31.00</td>
<td></td>
</tr>
<tr>
<td>209 3900W</td>
<td>100% POLYESTER GABARDINE WOMEN'S PANTS</td>
<td></td>
<td>$31.00</td>
<td></td>
</tr>
<tr>
<td>210 92R78Z</td>
<td>MEN'S SHORT SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$36.00</td>
<td></td>
</tr>
<tr>
<td>211 42W78Z</td>
<td>MEN'S LS SHIRT W/ZIPPER</td>
<td></td>
<td>$36.70</td>
<td></td>
</tr>
<tr>
<td>212 192R78Z</td>
<td>POLYESTER POWERSTRETCH WOMEN'S SHORT SLEEVE SHIRT</td>
<td></td>
<td>$40.90</td>
<td></td>
</tr>
<tr>
<td>213 87R78Z</td>
<td>POLYESTER MEN'S SHORT SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$35.70</td>
<td></td>
</tr>
<tr>
<td>214 35W78Z</td>
<td>POLYESTER MEN'S LONG SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$38.70</td>
<td></td>
</tr>
<tr>
<td>215 177R78Z</td>
<td>POLYESTER WOMEN'S SHORT SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$35.70</td>
<td></td>
</tr>
<tr>
<td>216 127R78Z</td>
<td>100% POLYESTER WOMEN'S LONG SLEEVE SHIRT W/ZIPPER</td>
<td></td>
<td>$38.70</td>
<td></td>
</tr>
<tr>
<td>217 S1355</td>
<td>Sport-Tek PostCharge Competitor Short. Color: Iron Grey; XSmall - 3XL</td>
<td></td>
<td>$7.75</td>
<td></td>
</tr>
<tr>
<td>218</td>
<td>3 colors set-up and print on left leg</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>219 KP55</td>
<td>Port &amp; Company Core Blend Jersey Knit Polo Color: Ash Grey; XSmall - 3XL</td>
<td></td>
<td>$6.35</td>
<td></td>
</tr>
<tr>
<td>220</td>
<td>3 colors set-up and print on left chest - silk screen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>221 PC55</td>
<td>Port &amp; Company Core Blend Tee. Color: Ash Grey; XSmall - 3XL</td>
<td></td>
<td>$8.35</td>
<td></td>
</tr>
<tr>
<td>222</td>
<td>3 Colors set-up and print on Left Chest; 3 Colors set-up and print on Full Back - silk screen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>223 PC78P</td>
<td>Port &amp; Company Core Fleece Sweatpant with Pockets. Color: Charcoal; XSmall - 3XL</td>
<td></td>
<td>$11.25</td>
<td></td>
</tr>
<tr>
<td>224</td>
<td>3 colors set-up and print on left leg - silk screen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>225 PC90</td>
<td>Port &amp; Company® Essential Fleece Crewneck Sweatshirt. Color: Ash Grey; XSmall - 3XL</td>
<td></td>
<td>$11.90</td>
<td></td>
</tr>
<tr>
<td>226</td>
<td>3 Colors set-up and print on Left Chest; 3 Colors set-up and print on Full Back - silk screen</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department
SUBJECT: FLOATING DOCK REPLACEMENT
REQUEST: Approval to do an Emergency Purchase to replace a Floating Dock
At Ft. Pemberton due to it being partially sunken with Salmons Dredging Corp., PO Box 42, Charleston, SC 29402.

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

FUNDING: Was funding previously approved? Yes [ ] No [ ]
If yes, provide the following:
Dept./Div.: 170100 Account #: 52412
Balance in Account $109,412 Amount needed for this item $57,933.00

FISCAL IMPACT:

NEED: Identify any critical time constraint(s).

SIGNATURES:
CFO's Signature: [Signature]
Mayor's Signature: [Signature]

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
City of Charleston  
South Carolina  

EMERGENCY PURCHASE JUSTIFICATION FORM

Department: Parks

Product: Floating Dock Replacement

Vendor: Salmons Dredging

Date: March 24, 2021

1. Describe in detail the Emergency and impact to City operations.

   Due to the fast weather event, the floating dock at Ft. Pemberton is partially sunken and losing its flotation. We must remove and replace the floating dock before it breaks loose and enters the navigable waterways.

2. Describe in detail the item affected and what corrective action needed.

   The floating dock is sinking/breaking apart and needs to be removed and replaced. Salmons Dredging will need to tow a floating crane rig to Ft. Pemberton on the Shem River from the Cooper River. Rig and remove the existing gangway to the barge. Remove the existing pilings, rig and hoist the deteriorated floating dock to the barge for disposal. They will then rig and hoist a new floating dock into the water and set with new piles. Then re-install the gangway and tow the crane back to Salmons Terminal on the Cooper River.

3. What is the estimated cost and time to effect repair/replacement.

   The estimated cost is $57,933 with a 4-6 week lead time.

Requester Signature  
Title Deputy Director

EPJI-2016
March 23, 2021

Mr. Wes Chappell
City of Charleston, Department of Parks
823 Meeting Street
Charleston, SC 29403

Re: Fort Pemberton Floating Dock Replacement

Wes,

Pursuant to your recent request, Salmons Dredging Corporation herein proposes to replace the existing deteriorated floating dock system and timber anchor piling on the northermost fixed pier location at the Fort Pemberton facility as follows:

- Procure required materials:
  - Replacement dock to be manufactured by Gator Dock/CMI - 10' x 30' aluminum framed with poly encapsulated floatation, (4) internal 4 roller pile guide assemblies, IPE decking, 2x10 treated SYP fendering, vinyl "P" shaped rub rail and cleats.
  - Piles to be furnished by Koppers Industries - 12-3-50' Class B timber piling, treated to 2.5 lbs./CF CCA.
- Receive and unload floating dock and timber piles to barge at Salmons Terminal.
- Load out required tools and equipment.
- Load out template materials and pile driving hammer.
- Tow floating crane rig to the Fort Pemberton site on the Stono River.
- Rig and hoist the existing marine gangway to the barge for safe storage.
- Extract or break-off the existing timber piling at the mudline and dispose at Salmons Terminal.
- Rig and hoist deteriorated floating dock to barge for disposal at Salmons Terminal.
- Rig and hoist new replacement floating dock to water and position.
- Install pile driving template, probe, set and drive (4) new timber piles to grade. Cut-off elevation to match height on adjacent docks.
- Install (4) new PVC cone shaped, white, pile caps w/ SS fasteners.
- Rig, hoist and re-install marine gangway.
- Adjust pile guide rollers as required.
- Tow floating crane rig back to Salmons Terminal.
- Package cut and dispose of deteriorated floating dock and piles in accordance with local, state and federal regulations.
- Download and secure tools and equipment.
- Download pile driving hammers and template beams.
The total lump sum amount of this proposal is: $57,933.00

Please feel free to contact us with any questions or concerns.

We sincerely appreciate the opportunity to provide the City of Charleston with our proposal and respectfully ask for your valued order.

Best regards,
Salmons Dredging Corporation

[Signature]

Jack C. Harrelson, Jr.
Business Development
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department
SUBJECT: ELEVATOR MAINTENANCE SERVICES

COMMITTEE OF COUNCIL: Ways & Means DATE: April 27, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Comt. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks Department</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes □ No □ N/A □

If yes, provide the following:

Dept./Div.: 171310 072064
Account #: 522004

Balance in Account $0.00
Amount needed for this item $60,000.00

Does this document need to be recorded at the RMC's Office?
Yes □ No □

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:

Mayor's Signature: ____________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
## Score-Sheet

### Elevator Maintenance Services
Solicitation #20-P042R

<table>
<thead>
<tr>
<th>Firm</th>
<th>Scores of Scorers</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Elevator</td>
<td>95 90 100</td>
<td>285</td>
</tr>
<tr>
<td>Cavinder Elevator</td>
<td>49 66 52</td>
<td>167</td>
</tr>
<tr>
<td>Charter Elevator</td>
<td>75 81 98</td>
<td>254</td>
</tr>
<tr>
<td>Oracle Elevator</td>
<td>54 78 75</td>
<td>207</td>
</tr>
<tr>
<td>Otis Elevator</td>
<td>23 69 19</td>
<td>111</td>
</tr>
<tr>
<td>Southern Elevator</td>
<td>46 63 70</td>
<td>179</td>
</tr>
</tbody>
</table>

---

**Buyer**  
[Signature]  
2/25/2021

**Witness**  
[Signature]  
2/25/2021
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

AGREEMENT BETWEEN THE CITY OF CHARLESTON  
AND AMERICAN ELEVATOR CO. FOR  
ELEVATOR MAINTENANCE SERVICES  

THIS AGREEMENT is entered into this ______ day of ________________, 20____ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and American Elevator Co. (hereinafter referred to as the “Contractor”).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Elevator Maintenance Services in accordance with Solicitation #20-P042R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P042R (the “Request for Proposal”)  
Exhibit B: Addenda to Solicitation  
Exhibit C: Insurance Requirements  
Exhibit D: Contractor’s Proposal  
Exhibit E: Cost Proposal

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B, Exhibit D, and Exhibit E as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor’s performance of such requested additional work.
4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

5. The Contractor agrees to replace any proprietary equipment with non-proprietary equipment as needed to effectively perform services outlined in Exhibits A, D and E at a reasonable cost to the City. Prior to replacing equipment, Contractor agrees to notify the City of the cost and obtain prior authorization before proceeding with replacing the equipment.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $60,000.00 (Sixty Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.
C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City’s Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City’s Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys’ fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City’s officers,
officials, employees and any person directly or indirectly employed by the City, the City’s employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:                                      To:
  City of Charleston                      American Elevator Co.
  John J. Tecklenburg                     Travis Easler
  Mayor                                    Vice President
  PO Box 304                               120 Pidgeon Bay Road, Ste. C
  Charleston, SC 29402                    Summerville, SC 29483

With copies to:

  City of Charleston
  Legal Department
  50 Broad Street
  Charleston, SC 29401

  City of Charleston
  Procurement Division
  75 Calhoun Street, Suite 3500
  Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City’s Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.
§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City’s name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City’s employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor’s duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City
harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor’s failure to pay any tax of any type due in connection with this Agreement.

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

__________________________________________

John J. Tecklenburg
Mayor
Date: ____________________________

Name
Date: ____________________________

WITNESSES FOR VENDOR:

__________________________________________

Travis Easley
Vice President
Date: ____________________________

Name
Date: ____________________________
EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P042R  Proposals will be received until: January 27, 2021 @ 12:00pm
Proposal Title: Elevator Maintenance Services

Mailing Date: December 13, 2020  Direct Inquiries to: Robin B. Robinson
Vendor Name: FEIN/SS#

Vendor Address:

City – State – Zip:

Telephone Number: Fax Number:

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No
If so, please provide a copy of your certificate with your response.

Authorized Signature: __________________________ Title: __________________________
Date: __________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for Elevator Maintenance Services. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Offeror chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. DEADLINE FOR SUBMISSION OF OFFER: Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Robin B. Robinson or Chenette Singleton no later than 1:00pm on January 5, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonn@charleston-sc.gov or Chenette Singleton, singletonc@charleston-sc.gov.
INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected.** Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror’s complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed “No Proposal” response form.

   A “No Proposal” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor’s List.

   **All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.**

2. Offerors must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible.** A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Offeror, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

   B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS
   Each Offeror by submitting a Proposal represents that:

   A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

   B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

   C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

   D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

   E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
   It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror’s responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City’s Procurement Director.
19. **ADDENDA/CHANGES**
   Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**
   During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston’s best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. **AWARD OF CONTRACT**
   A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

   B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

   C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

   D) The City may choose to award to more than one vendor if it is in the best interest of the City.

   E) Final approval may rest with members of the City Council for the City of Charleston.

   F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. **CONTRACT ADMINISTRATION**
   Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
   The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. **NOTICE TO PROCEED**
   A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.

25. **OTHER CONTRACTS**
   The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. **MODIFICATION**
   The City’s Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. **INDEPENDENT CONTRACTOR**
   Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. **INSURANCE REQUIREMENTS**
   Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the “Contractor”), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor’s insurer(s) or insurer(s)’ agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The
Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the “Contractor”) hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys’ fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR’S QUALIFICATIONS
The City reserves the right to request satisfactory evidence of any Offeror’s ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror’s ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor’s capabilities.

31. ASSIGNMENT
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. **SUBCONTACTORS**

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. **SUSPENSION OF WORK**

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. **TERMINATION**

A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. **MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS**
   A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

   B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

   C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**
   All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. **PERMITS AND LICENSES**
   A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

   B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. **DISPUTES**
   Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. **INCORPORATION BY REFERENCE**
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. **PRIME CONTRACTOR RESPONSIBILITIES**
   The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. **OWNERSHIP OF MATERIAL**
   Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. **DRUG-FREE WORKPLACE**
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. **FUNDING**
   Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's
right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED." (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. **UNSUCCESSFUL OFFERORS**
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. **PAYMENT FOR GOODS & SERVICES**
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. **DISCUSSION/NEGOTIATION:**
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?mid=246](http://charleston-sc.gov/index.aspx?mid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. **DEFAULT**
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. **FORCE MAJEURE**
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were
obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. **EXCEPTIONS AND DEVIATIONS**
   Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. **PROMPT PAYMENT DISCOUNT TERMS**
   Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
   The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
   Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
   The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
   Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
   All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**
   Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. **AFFIRMATIVE ACTION**
   The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

65. **CONTRACT TERMS**
   The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
**NO PROPOSAL RESPONSE FORM**

<table>
<thead>
<tr>
<th>Proposal Number: 20-P042R</th>
<th>Proposal will be received until: January 27, 2021 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title: Elevator Maintenance Services</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: December 13, 2020</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

**Minority or Women Owned Business:**
Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No
If so, please provide a copy of your certificate with your response.

**Authorized Signature: _____________________________ Title: _____________________________
Date: _____________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be sent if not sending in a submission.**

To submit a "No Proposal" response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your "No Proposal" response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

**Comments:** ____________________________________________________________

__________________________________________________________

__________________________________________________________

23
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email

Telephone Number/Toll Free Also (If Available)

Remittance Address

Fax Number

City, State, Zip

Date

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☐ No
If so, please provide a copy of your certificate with your response.
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS’ COMPENSATION**: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   □ Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   □ Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company:___________________________________________________________

Signature ________________________________________________________________ Date ________________

Print Name ______________________________________________________________ Title ____________________________________________________________

Witness ____________________________________________________________________
AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of ____________________________________________
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

○ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

○ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

○ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

○ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

○ 5. Attended any pre-solicitation meetings scheduled by the City.

○ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

○ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

○ 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiver of credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

○ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

○ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

○ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: _______________ Name of Authorized Officer (Print/Type): ____________________________________________

Signature: ____________________________________________

Title: ____________________________________________
AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

I, ____________________________________________, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minor Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td></td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td></td>
<td>☐ (Women)</td>
</tr>
<tr>
<td></td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td></td>
<td>☐ (Other)</td>
</tr>
<tr>
<td></td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minor Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td></td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td></td>
<td>☐ (Women)</td>
</tr>
<tr>
<td></td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td></td>
<td>☐ (Other)</td>
</tr>
<tr>
<td></td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minor Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td></td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td></td>
<td>☐ (Women)</td>
</tr>
<tr>
<td></td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td></td>
<td>☐ (Other)</td>
</tr>
<tr>
<td></td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minor Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td></td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td></td>
<td>☐ (Women)</td>
</tr>
<tr>
<td></td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td></td>
<td>☐ (Other)</td>
</tr>
<tr>
<td></td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ____________ Name of Authorized Officer (Print/Type): ________________________________

Sworn to before me this ______ day of _____________, 20___.

Notary Public for the State of ________________________________
My Commission Expires: ________________________________
Print Name: ____________________________________________
Phone Number: _________________________________________
Address: ______________________________________________}_{signature}

30
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____________________________. I hereby certify that on the
(Title of Project)
(Project Name)
Total Project Amount $___________________

I will make a good faith effort to expend a minimum of ________% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total MBE Participation: _______ % $________

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);
   Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: __________ Name of Authorized Officer (Print/Type): __________________________

Signature: __________________________________________

Title: __________________________________________

Sworn to before me this _____ day of ___________, 20___.

My Commission Expires: ________________________________

Print Name: ________________________________

Phone Number: ________________________________

Address: ________________________________

Notary Public for the State of ________________________________

Notary Seal: ________________________________
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____________________________________________

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ________________________________ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ____________  Name of Authorized Officer (Print/Type): _______________________________________________________

Signature: ______________________________________________________

Title: ______________________________________________________

Sworn to before me this ___ day of ________________, 20___
Notary Public for the State of _______________________________________
My Commission Expires: _________________________________________

Print Name: ____________________________________________________
Phone Number: __________________________________________________
Address: _______________________________________________________
References
Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GENERAL INFORMATION

The City of Charleston (City) seeks proposals from qualified Vendors to provide Elevator Maintenance Services for the City of Charleston.

PROCUREMENT PROCESS
The RFP (Request for Proposal) is not a bid. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS
Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Robin B. Robinson or Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00 pm on January 5, 2021. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

ORAL STATEMENTS
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT
If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City’s endorsement of the successful Offeror’s product or services.

PROPRIETARY INFORMATION
If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS
Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.
CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City’s agent or employee.

DISQUALIFICATION OF OFFERORS
Offerors may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT
The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

CONTRACT TERMS
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

VENDOR’S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

PROPOSAL PREPARATION
All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror’s proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.
RECEIPT OF PROPOSALS
Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (January 27, 2021 and 12:00pm) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES
Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED
Each Vendor must submit one (1) unbound Original and four (4) bound copies of the Proposal are required for submission, and one (1) electronic copy (Flash Drive) (Please have submittal on flash drive as 2 documents only: (1) Proposal and (2) Cost). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “Original” on the original proposal.

RESPONSE FORMAT AND ORGANIZATION
To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

COMPLETION OF RESPONSES
Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
PROPOSAL FORMAT
Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP. It is preferred that the Original be single sided and the copies may be bound in a single volume (double sided) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All RFP packages should be clearly marked “20-B042R Elevator Maintenance Services” and submitted in a sealed envelope.
b) Technical and Price proposals should be submitted together in one box/mailing container; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal. Please do not waste envelopes putting each copy of the proposal in a separate envelope.
c) Proposals must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals must be received in the City’s Procurement Office no later than 12:00pm on January 27, 2021. Late proposals will not be accepted for any reason.
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the proposal.
h) Offerors should submit proposals in the following format:

1. Title Page: Should show the RFP’s subject; the Offeror’s name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. Table of Contents: Provide a Table of Contents to aid the evaluation of the proposal.

3. Transmittal Letter: Proposal should include a signed letter of transmittal briefly stating the Offeror’s understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of “why” the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. Detailed Proposal: The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Elevator Maintenance Services to the City in conformity with the requirements of this RFP.

Offerors should address all the points outlined in the Criteria Factors.

PROPOSAL EVALUATION PROCESS
The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This
Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

**PROPOSAL EVALUATION CRITERIA FACTORS**
The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

**Criteria Factors**
- Ability to provide services required
- Responsiveness, Quality and Completeness of Proposal
- Qualifications of the Company and Staff
- Company History/Stability/Bonding Ability
- Past Performance/References
- Cost (itemized by location)

It is the Offeror’s responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.
Scope of Work

1. **General Description**
The City is seeking to select the most responsive and responsible Offeror able to provide Professional Elevator Maintenance Services for selected City facilities.

2. **Qualifications Statement**
Offerors shall provide a summary of their qualifications to provide Elevator Maintenance Services for the City of Charleston. The qualifications statement must include:

- **Qualifications to perform the Work required:** Include professional training designations and/or certifications held by employees and officers.
- **Ability to maintain multiple facilities simultaneously:** Include a statement regarding your approach to staffing as facilities are added and removed from the City’s inventory, should the need arise.
- **Bond:** Offeror must be bonded and state limits currently in place.

3. **Specifications**
The Offeror shall maintain the City’s designated elevators and their associated equipment and all accessories to comply with the requirements and laws of the South Carolina Department of Labor, Licensing and Regulation, ANSI safety codes, and other local rules and ordinances that may apply.

- Signal and dispatching times shall be maintained in accordance with the original manufacturer’s specifications.
- Offeror shall maintain machine room hoistway and pit equipment in a neat and clean condition at all times.
- Offeror shall provide and use OSHA-approved barricades while working on areas exposed to the general public.
- Offeror shall provide a listing of all parts of the elevator and the frequency with which the year to be serviced. Offeror shall provide a signature checklist for each elevator equipment room and maintenance personnel must sign, date, and list type of service performed on each elevator during that particular month. During the course of the Agreement, the Offeror shall submit the prior month’s list to the City’s Procurement Division by the seventh calendar day of each month and a new list shall be posted thereafter. Offeror is required to submit a copy of all work orders to the City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, Attn: Ann Jones, Contracts Coordinator for any service calls that are placed by its representatives either by fax, email, mail or hand delivered. The work order must have the following information on it: elevator number, date and time it was service, and name of maintenance person.
• Regular routine exams and maintenance examinations shall be performed at a frequency of once per month on all designated elevators. During these examinations, the components listed herein are to be checked and all necessary work performed relative to cleaning, lubrication and adjustment of the equipment. If the chart is not kept up to date, the City shall assume that the work has not been accomplished. The Offeror will have five (5) business days to complete all deficient tasks before a cure noticed is delivered. As a minimum, the elevators and its components shall be checked in accordance with the schedule herein.

• Hours of routine work shall be from 8:30am to 5:00pm Monday through Friday, excluding approved City holidays.

• The Offeror shall provide a service callback phone number to the City. The Offeror's maintenance personnel shall respond on-site to a service call within four (4) hours of a service request being placed by the City.

• Any drawing shall remain the property of the City and shall be returned to the City at the expiration of the contract.

• The Offeror shall furnish all labor, supplies, parts and materials necessary to perform cleaning, maintenance, inspection, repairs or replacement to elevators, equipment accessories and appurtenances; including hoist machinery, motor generators, controllers, selectors, worn gears, thrusts and gearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistors for operation and motor circuits, magnet frames, hoist ropes, governor ropes, compensating ropes, traveling cables, cams, car door and hoisting door hangers, tracks and guides, door operating devices, interlocks and contacts, hatch lighting, pit lights, bulb replacement, and all other elevator signal and accessory equipment complete, where included as a part of the elevator installation at the time the proposal is submitted.

• Where applicable to hydraulic elevator(s), the listed parts herein shall include the cylinder head, plunger exposed surfaces, plunger glad and packing, pumps, exposed piping, fittings, flexible pipe connections, operating control, check and relief valves, gauges, storage, discharge, pressure and vacuum tanks.

• The Offeror shall maintain a stock of replacement parts. These replacement parts are necessary for the immediately available so the elevator service will not be subject to interruptions and stoppages. Until utilized, all parts will remain the property of the Offeror. All replacement parts under the provision of this proposal shall be identical to original equipment or manufacturer recommended replacement parts. **The markup on all parts charged to the City shall be capped at 10% of the Offeror's actual cost.**

• The Offeror shall also be responsible for refinishing, repairing, or replacing of additional parts when necessary by ordinary wear and tear, except for the following listed items:

  • Car enclosure
  • Hoistway enclosure
  • Hoistway doors, door frames and sills
- Car tile or carpet
- Underground Hydraulic Piping

- Offeror shall be responsible for correction of outstanding violations or test requirements cited by appropriate state or municipal authorities.

- The Offeror is to assume no responsibility for the following items, which are not included under this contract: hoistway door hinges, panels, frames, gates and sills, cabs, sump pumps, subflooring, floor coverings, cab doors, gates and removable cab panels, cab mirrors and handrails, light fixtures and lamps, smoke detectors, cleaning of cab interiors, emergency power generators, music systems, and air conditioners or heaters. **Note:** The items excluded herein may be covered if the damage to them is due to a failure of the Offeror to perform its assigned duties; for example, car door panels which are scratched due to a failure to repair/replace defective door hanger assemblies.

4. **Maintenance Schedule Electric and Hydraulic Elevators**

On each visit, Offeror shall ride cars and check for unusual noise or operation. Correct any malfunctions noted.

Offeror must complete a Task & Frequency of Services Table detailing preventative maintenance and routine service tasks for each of the following areas: Controller, Selecto, Hoist Machine, Motor Drive, Signal & Dispatching, Emergency Operations, Governors, Ropes, Hydraulic Pumping Units, Hydraulic Jack Assembly, Car, Hoistway, and Pit. See the example table below.

All frequency checks shall be conducted in the following manner: **Monthly** services shall be conducted by the **28th** of each month, **Annual** services shall be conducted on the **1st week of April** and all **Quarterly** services shall be conducted on the **1st week of March, 1st week of June, 1st week of September and the 1st week of December**. The City shall be notified in writing the results of each inspection. Documentation shall be provided to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
Attn: Ms. Ann Jones
## Elevator Locations

<table>
<thead>
<tr>
<th>Item</th>
<th>Elevator #</th>
<th>Location</th>
<th>Stories</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1001077</td>
<td>Aquarium Garage, 24 Calhoun St.</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>1001078</td>
<td>Aquarium Garage, 24 Calhoun St.</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>1000687</td>
<td>Camden Exchange Garage, 47 John St.</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>1000368</td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>1000368</td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>1000368</td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>1001407</td>
<td>City Office, Legal, 50 Broad St.</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>1000006</td>
<td>City Hall, 80 Broad St.</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>1001236</td>
<td>City Art Gallery, 34 Prioleau St.</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>1000356</td>
<td>Concord &amp; Cumberland Garage, 1 Cumberland St.</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>1001946</td>
<td>Dock St. Theater, 135 Church St., 5 Stop</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>1001947</td>
<td>Dock St. Theater, 135 Church St., 5 Stop</td>
<td>5</td>
</tr>
<tr>
<td>13</td>
<td>1001948</td>
<td>Dock St. Theater, 135 Church St., 2 Stop</td>
<td>2</td>
</tr>
<tr>
<td>14</td>
<td>1000259</td>
<td>East Bay &amp; Prioleau St. Garage, 25 Prioleau St.</td>
<td>4</td>
</tr>
<tr>
<td>15</td>
<td>1000357</td>
<td>Eastside Community Center, 1 Cooper St.</td>
<td>3</td>
</tr>
<tr>
<td>16</td>
<td>1001148</td>
<td>Family Circle Tennis Center, Daniel Island</td>
<td>2</td>
</tr>
<tr>
<td>17</td>
<td>1001134</td>
<td>Family Circle Tennis Center, Daniel Island</td>
<td>2</td>
</tr>
<tr>
<td>18</td>
<td>1000005</td>
<td>Finance (BFRC), 116 Meeting St.</td>
<td>3</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>Fire Department Chair Lift, 46 1/2 Wentworth St.</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1002090</td>
<td>Fire Department Station #9, 1451 King St.</td>
<td>2</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>Fire Department Station #11, 1835 Savannah Hwy.</td>
<td>2</td>
</tr>
<tr>
<td>22</td>
<td>1000817</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
</tr>
<tr>
<td>23</td>
<td>1000818</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
</tr>
<tr>
<td>24</td>
<td>1000819</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
</tr>
<tr>
<td>25</td>
<td>1002242</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
</tr>
<tr>
<td>26</td>
<td>1002244</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
</tr>
<tr>
<td>27</td>
<td>1002245</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
</tr>
<tr>
<td>28</td>
<td>1002286</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>7</td>
</tr>
<tr>
<td>29</td>
<td>1002288</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>8</td>
</tr>
<tr>
<td>30</td>
<td>1002294</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>5</td>
</tr>
<tr>
<td>31</td>
<td>1002295</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St. (Handicap Lift)</td>
<td>2</td>
</tr>
<tr>
<td>32</td>
<td>1000011</td>
<td>Hassell Street Garage (Charleston Place), 85 Hassell St.</td>
<td>4</td>
</tr>
<tr>
<td>33</td>
<td>1000017</td>
<td>Hassell Street Garage (Charleston Place), 85 Hassell St.</td>
<td>4</td>
</tr>
<tr>
<td>34</td>
<td>1001395</td>
<td>Lockwood Municipal Complex, 180 Lockwood Blvd.</td>
<td>2</td>
</tr>
<tr>
<td>35</td>
<td>1001396</td>
<td>Lockwood Municipal Complex, 180 Lockwood Blvd.</td>
<td>2</td>
</tr>
<tr>
<td>36</td>
<td>1001397</td>
<td>Lockwood Municipal Complex, 180 Lockwood Blvd.</td>
<td>2</td>
</tr>
<tr>
<td>37</td>
<td>1000893</td>
<td>Majestic Square Garage, 158 Market St.</td>
<td>4</td>
</tr>
<tr>
<td>Index</td>
<td>Location ID</td>
<td>Address 1</td>
<td>Page</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>----------------------------</td>
<td>------</td>
</tr>
<tr>
<td>38</td>
<td>1000894</td>
<td>Majestic Square Garage, 158 Market St.</td>
<td>4</td>
</tr>
<tr>
<td>39</td>
<td>1000855</td>
<td>Marion Square Garage, 399 King St.</td>
<td>6</td>
</tr>
<tr>
<td>40</td>
<td>1000369</td>
<td>Maritime Center Bldg., 10 Wharfside St.</td>
<td>2</td>
</tr>
<tr>
<td>41</td>
<td>1001094</td>
<td>Market Hall, Daughters of Confederacy, 188 Meeting St.</td>
<td>2</td>
</tr>
<tr>
<td>42</td>
<td>1000358</td>
<td>Old Slave Mart Museum, 8 Chalmers St.</td>
<td>2</td>
</tr>
<tr>
<td>43</td>
<td>1000358</td>
<td>Police Department, 180 Lockwood Blvd.</td>
<td>2</td>
</tr>
<tr>
<td>44</td>
<td>1000505</td>
<td>Police Department, 180 Lockwood Blvd.</td>
<td>2</td>
</tr>
<tr>
<td>45</td>
<td>1001256</td>
<td>Police Department, 3545 Mary Ader Ave.</td>
<td>2</td>
</tr>
<tr>
<td>46</td>
<td>1001693</td>
<td>Police Department Forensics, 1975 Bees Ferry Rd.</td>
<td>2</td>
</tr>
<tr>
<td>47</td>
<td>1001678</td>
<td>Queen Street Garage, 93 Queen Street</td>
<td>4</td>
</tr>
<tr>
<td>48</td>
<td>1000815</td>
<td>St. Phillip St. Garage (College), 34 St. Phillip St.</td>
<td>6</td>
</tr>
<tr>
<td>49</td>
<td>1000816</td>
<td>VRTC Parking Complex, 73 Mary St.</td>
<td>5</td>
</tr>
<tr>
<td>50</td>
<td>1000549</td>
<td>Wentworth Garage, 81 Wentworth St.</td>
<td>3</td>
</tr>
<tr>
<td>51</td>
<td>1000592</td>
<td>99 West Edge</td>
<td>7</td>
</tr>
<tr>
<td>52</td>
<td>1000592</td>
<td>99 West Edge</td>
<td>7</td>
</tr>
<tr>
<td>53</td>
<td>1000592</td>
<td>Charleston Technology Center Garage, 4 Conroy St.</td>
<td>8</td>
</tr>
<tr>
<td>54</td>
<td>1000592</td>
<td>Charleston Technology Center Garage, 4 Conroy St.</td>
<td>8</td>
</tr>
<tr>
<td>55</td>
<td>1000592</td>
<td>Charleston Technology Center Garage, 4 Conroy St.</td>
<td>8</td>
</tr>
<tr>
<td>56</td>
<td>1000592</td>
<td>Charleston Technology Center Garage, 4 Conroy St.</td>
<td>8</td>
</tr>
</tbody>
</table>
### EXAMPLE: Task & Frequency of Services Table

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Controller</td>
<td>Quarterly</td>
<td>Observe dispatching, times and relays for proper operation</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Clean and check all controller and supervisory relays, contacts, and printed circuit boards when applicable</td>
</tr>
<tr>
<td></td>
<td>Quarterly</td>
<td>Check settings and operation of overloads</td>
</tr>
<tr>
<td></td>
<td>Quarterly</td>
<td>Check controller voltages</td>
</tr>
<tr>
<td></td>
<td>Quarterly</td>
<td>Check resistor tubes, grids and condensers</td>
</tr>
<tr>
<td></td>
<td>Quarterly</td>
<td>Clean and check fuses and fuse holders when applicable</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Check and tighten all controller connections and components when applicable</td>
</tr>
<tr>
<td>Selector</td>
<td>Monthly</td>
<td>Adjust and/or replace selector brushes and contacts</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Clean and lubricate selector chains, guides, drives and drums</td>
</tr>
<tr>
<td>Hoist Machine</td>
<td>Monthly</td>
<td>Clean dirt and dust from exterior surface of machines</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Check sleeve bearing oil when applicable</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Observe worms and gears for endplay, backlash, thrust, and any bearing wear</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Renew or reseat brushes as required</td>
</tr>
<tr>
<td></td>
<td>Annually</td>
<td>Clean and/or turn and undercut commutator</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Inspect brakes, brake drum, drive sheave, remove clean and lubricate DC brake cores. Clean or replace brake shoes if necessary. Check pivot pins for free movement.</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Grease roller bearings</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Check motor Connections</td>
</tr>
<tr>
<td></td>
<td>Annually</td>
<td>Change sleeve-bearing oil</td>
</tr>
<tr>
<td></td>
<td>Bi-Annually</td>
<td>Blow out machine with air pressure</td>
</tr>
<tr>
<td></td>
<td>Quarterly</td>
<td>Check armature or rotor clearance. Record measurements in thousandths on check charts.</td>
</tr>
<tr>
<td></td>
<td>Annually</td>
<td>Check hoist machine drive sheave; regroove when required by owner or designated representatives.</td>
</tr>
<tr>
<td>Motor Drive</td>
<td>Monthly</td>
<td>Clean dirt and dust from exterior</td>
</tr>
<tr>
<td></td>
<td>Quarterly</td>
<td>Renew or reseat brushes as required</td>
</tr>
<tr>
<td></td>
<td>Annually</td>
<td>Clean and/or turn and undercut commutators</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>Grease roller bearings</td>
</tr>
<tr>
<td>Monthly</td>
<td>Check motor drive set connections and tighten if necessary</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Bi-Annually</td>
<td>Blow out machine with air pressure</td>
<td></td>
</tr>
<tr>
<td>Quarterly</td>
<td>Check armature or rotor clearance record measurements</td>
<td></td>
</tr>
<tr>
<td>Annually</td>
<td>Change oil in sleeve bearings</td>
<td></td>
</tr>
<tr>
<td>Quarterly</td>
<td>Clean dirt and carbon dust from the interior around fields and windings</td>
<td></td>
</tr>
<tr>
<td>Signal and dispatching</td>
<td>Monthly Observe dispatching, dispatching intervals; high and low call reversal circuits. Make corrections where necessary</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Replace any burned out lamps in the starters control indicator panel, car-operating panel, etc.</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Observe operation of car arrival lanterns and gongs. Correct any malfunctions noted.</td>
<td></td>
</tr>
<tr>
<td>Telephones</td>
<td>Monthly Verify if operable</td>
<td></td>
</tr>
<tr>
<td>Emergency Operation</td>
<td>Monthly Activate Fireman’s recall system, Phases I and II. Minimum one floor operation on Phase II. Record test and a log book.</td>
<td></td>
</tr>
<tr>
<td>Quarterly</td>
<td>Test car emergency lights where applicable</td>
<td></td>
</tr>
<tr>
<td>Quarterly</td>
<td>Test each elevator’s emergency service</td>
<td></td>
</tr>
<tr>
<td>Governors</td>
<td>Quarterly Clean, lubricate and test for free movement of all governors. Manually extend governor weights to make sure there is no restriction in motion</td>
<td></td>
</tr>
<tr>
<td>Ropes</td>
<td>Quarterly Check all ropes, grooves, hitches and equalize tension. Lubricate where necessary. Shorten ropes when requested. Replace ropes when necessary.</td>
<td></td>
</tr>
<tr>
<td>Quarterly</td>
<td>Check rope, clamps and shackles</td>
<td></td>
</tr>
<tr>
<td>Quarterly</td>
<td>Check compensating chain or rope hitches.</td>
<td></td>
</tr>
<tr>
<td>Hydraulic Pumping Units</td>
<td>Monthly Maintain oil tank at proper level</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Check for excessive leakage around valves and pumps</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Wipe up any oil residue around machine. Eliminate cause of leakage</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Check tension and wear on V belts</td>
<td></td>
</tr>
<tr>
<td>As Needed</td>
<td>Inspect flexible hoses and connections. Replace when required by inspection or code.</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Lubricate motor bearings</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Check packing glad for excessive oil leakage. Tighten or repack if necessary</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>Check plunger for signs of leakage or deterioration. Report any oil leakage to the owner in writing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quarterly</td>
<td>Monthly</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td><strong>Car</strong></td>
<td>Check platen bolts for cracks and tightness</td>
<td>Check alarm bell and communication system</td>
</tr>
<tr>
<td><strong>Monthly</strong></td>
<td>Inspect car door operator. Clean, adjust or replace pulleys, shifts, keyways, belts, cams and motor brushes. Lubricate where required.</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Clean door guide channels</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Check retiring cam devices, chain, dashpots, pivots, fastenings, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Check leveling units</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Check all reopening devices and obstruction timing devices</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Inspect and clean car door or gate and related parts</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Replace non-rechargeable emergency light batteries when applicable</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Check load-weighing devices with weights in cars</td>
<td></td>
</tr>
<tr>
<td><strong>Quarterly</strong></td>
<td>Clean car tops and related hardware</td>
<td></td>
</tr>
<tr>
<td><strong>Quarterly</strong></td>
<td>Check and adjust car door up-thrusts. Inspect guide shoes, roller guides and broken tape or cable switches</td>
<td></td>
</tr>
<tr>
<td><strong>Hoistway</strong></td>
<td>Monthly</td>
<td>Check hall button operation</td>
</tr>
<tr>
<td><strong>As Needed, but at least annually</strong></td>
<td>Check leveling switches and leveling operation, lubricate sheave bearings, and check hoistway lighting. Replace bulbs where necessary</td>
<td></td>
</tr>
<tr>
<td><strong>Annually</strong></td>
<td>Inspect limit switches, contacts, cam alignment. Check sheave fastenings, grooves, lubricate grease type bearings. Check stiles for cracks, bends, and loose nuts, etc. Clean door hangers, tracks and rollers. Adjust up-thrust. Clean and inspect counterweights, counterweight rope fastenings, roller guides, guide shoes, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Annually</strong></td>
<td>Check wear and insulation on travel cables. Check junction box connections. Clean hoistway, separator beams, guide rails, door guide channels, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Pit</strong></td>
<td>Annually</td>
<td>Clean pit and ironwork located within the pit. Empty drain pan.</td>
</tr>
</tbody>
</table>
## Task and Frequency Service Schedule (for Hydraulic & Traction Elevators)

<table>
<thead>
<tr>
<th>Maintenance Procedure</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ride each car, check operation of car and hatch doors, acceleration, deceleration,</td>
<td>Quarterly</td>
</tr>
<tr>
<td>floor stops and brake action. Make corrections as necessary.</td>
<td></td>
</tr>
<tr>
<td>Inspect and wipe clean all motors, machines and generators.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Inspect controllers, selectors, selective drives and governors.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Clean and adjust all controllers and selector contacts, renew worn contracts and/or</td>
<td>Monthly</td>
</tr>
<tr>
<td>shunts where necessary. Check sequence of operation.</td>
<td></td>
</tr>
<tr>
<td>Blow out, vacuum and wipe clean all motors, generators exciter commutators. Check,</td>
<td>Bi-Annual</td>
</tr>
<tr>
<td>adjust and clean brushes and brush holders, renew or reset brushes as necessary.</td>
<td></td>
</tr>
<tr>
<td>Clean and lubricate direction and accelerating switches.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Inspect brake operation. Check shoe to brake pulley clearance and adjust as required</td>
<td>Annual</td>
</tr>
<tr>
<td>for proper operations. Clean machine brake.</td>
<td></td>
</tr>
<tr>
<td>Disassemble and replace worn components, re-assemble and readjust as necessary.</td>
<td></td>
</tr>
<tr>
<td>Clean pulley, as necessary.</td>
<td></td>
</tr>
<tr>
<td>Clean hoist way pits and inspect equipment in them.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Check, clean and adjust operation and slowdown and limit switches.</td>
<td></td>
</tr>
<tr>
<td>Examine all moving parts of governor and safety for free operation.</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean and adjust governor and safety for proper operation.</td>
<td></td>
</tr>
<tr>
<td>Inspect all door operating equipment including motor brushes, commutator, belts or</td>
<td>Monthly</td>
</tr>
<tr>
<td>chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as</td>
<td></td>
</tr>
<tr>
<td>necessary.</td>
<td></td>
</tr>
<tr>
<td>Check retiring cam operating and make necessary adjustments or corrections.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Examine all wire ropes and fastenings. Check and adjust rope tension.</td>
<td>Annual</td>
</tr>
<tr>
<td>Examine travel cables for wear and position.</td>
<td>Annual</td>
</tr>
<tr>
<td>Examine counterweight and compensator ropes. Check and adjust compensator switch.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Clean compensator.</td>
<td></td>
</tr>
<tr>
<td>Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust and</td>
<td>Monthly</td>
</tr>
<tr>
<td>repair as necessary.</td>
<td></td>
</tr>
<tr>
<td>Inspect drive screws and guides and clean contacts if necessary</td>
<td>Monthly</td>
</tr>
<tr>
<td>Clean and lubricate automatic slow down and stopping switches on top of cars</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Check, repair and replace as necessary all floor annunciators and all other elevator</td>
<td>As Needed</td>
</tr>
<tr>
<td>signals (including bulbs) on the inside and outside of the elevator cars. Report all</td>
<td></td>
</tr>
<tr>
<td>non-contract items to the contract administrator as find them)</td>
<td></td>
</tr>
<tr>
<td>Inspect, clean, and lubricate car guides (unless roller guides are used)</td>
<td>Bi-Monthly</td>
</tr>
<tr>
<td>Check car fan motors for proper operation.</td>
<td>Annual</td>
</tr>
<tr>
<td>Inspect drive and secondary sheaves, clean if required.</td>
<td>Annual</td>
</tr>
<tr>
<td>Check bearings for proper operation and ware.</td>
<td>Annual</td>
</tr>
<tr>
<td>Task</td>
<td>Frequency</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Check machine gear oil, seal any oil leaks, examine gear teeth for</td>
<td>Monthly</td>
</tr>
<tr>
<td>cutting or noise and refill with fresh oil as necessary.</td>
<td></td>
</tr>
<tr>
<td>While riding on top of cars, physically check condition and operation</td>
<td>Monthly</td>
</tr>
<tr>
<td>of door locking equipment.</td>
<td></td>
</tr>
<tr>
<td>Perform electrical test of door interlock circuits.</td>
<td>Annual</td>
</tr>
<tr>
<td>Examine door locks and door closer equipment. Clean door channels.</td>
<td>Annual</td>
</tr>
<tr>
<td>Examine car and counterweight guide shoe and fastenings.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Maintain hydraulic oil tank levels at proper level.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Check for oil leaks at valve, piping and pump connections.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Clean up oil residue on and around equipment. Dispose of contaminant</td>
<td>Monthly</td>
</tr>
<tr>
<td>ed waste properly. Repair any source of leaks.</td>
<td></td>
</tr>
<tr>
<td>If dry mounted motor, check tension and wear of belts. Replace as</td>
<td>Monthly</td>
</tr>
<tr>
<td>needed</td>
<td></td>
</tr>
<tr>
<td>Inspect for non-code compliant flexible hoses. Replace as required.</td>
<td>As Needed</td>
</tr>
<tr>
<td>Lubricate motor bearings.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Inspect hydraulic packing for oil leaks. Repack as needed.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Report signs of possible cylinder oil leaks to owner</td>
<td>As Needed</td>
</tr>
<tr>
<td>Check condition of jack assembly.</td>
<td></td>
</tr>
<tr>
<td>Renew gibs or rollers when necessary. Lubricate sliding guide shoes.</td>
<td>As Needed</td>
</tr>
<tr>
<td>Renew car station cover, blow out, clean and replace when necessary</td>
<td>Annual</td>
</tr>
<tr>
<td>switches and buttons.</td>
<td></td>
</tr>
<tr>
<td>Examine, clean with proper solution, and repair as necessary</td>
<td>Monthly</td>
</tr>
<tr>
<td>commutator brushes and brush holders of all small control motors and</td>
<td></td>
</tr>
<tr>
<td>regulators.</td>
<td></td>
</tr>
<tr>
<td>Thoroughly examine and clean starter and control panels.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Examine and clean the buffers. Oil if necessary. Perform-hand test of</td>
<td>Annual</td>
</tr>
<tr>
<td>plunger return.</td>
<td></td>
</tr>
<tr>
<td>Clean and lubricate hatch door hanger tracks and door arms.</td>
<td>Annual</td>
</tr>
<tr>
<td>Examine car and counterweight wire hoist ropes and governor for wear</td>
<td>Annual</td>
</tr>
<tr>
<td>and condition. Re-rove if necessary.</td>
<td></td>
</tr>
<tr>
<td>Clean rails, hatch walls, car top, pit, overhead sheaves and beams.</td>
<td>Annual</td>
</tr>
<tr>
<td>Check bracket bolts for tightness.</td>
<td></td>
</tr>
<tr>
<td>Firefighters' service operation and emergency car light and alarm bell</td>
<td>Monthly</td>
</tr>
<tr>
<td>shall be tested and documented monthly to be sure it is functioning</td>
<td></td>
</tr>
<tr>
<td>properly as required by ASME A17.1 and the southern building code.</td>
<td></td>
</tr>
<tr>
<td>Perform annual no-load pressure relief valve test per code.</td>
<td>Annual</td>
</tr>
<tr>
<td>All parts subject to rust will be painted as required to maintain</td>
<td>As Needed</td>
</tr>
<tr>
<td>presentable appearance.</td>
<td></td>
</tr>
<tr>
<td>Performance as of 17-1 five-year safety test as required and any other</td>
<td>As Needed</td>
</tr>
<tr>
<td>safety code test that may be required.</td>
<td></td>
</tr>
</tbody>
</table>
1. **General Specifications**

A. The City shall provide contact person(s) for the various sites being serviced for the City to the awarded Offeror.

B. The City reserves the right to add or delete locations and/or services at its discretion if it is in the best interest of the City. Any additions to the contract will be given at the agreed upon pricing. Any deletions will not be subject to any penalties. Any additions have to be processed through Procurement for an amendment to the contract which will require signatures from the Procurement Director and the authorized representative for the successful Offeror.

C. The City reserves the right to inspect the work, in whole or in part, of the successful Offeror at any given time.

D. Prices quoted on the pricing page shall reflect all materials, equipment, labor, and all other costs associated with or needed to perform Elevator Maintenance Services, unless otherwise indicated by Offeror. Any variance from rate schedule specified shall be noted by Offeror.

E. **References:** Offerors shall provide the names of a minimum of four (4) clients of similar size and nature to the City on the attached sheet given. A brief description of the services provided shall accompany each reference. Failure to provide references and a description of services provided could result in the disqualification of your proposal.

F. Offeror shall indicate on the Compliance Sheets, the number of years their company has been in business and number of Service Technicians available to service the City’s account if awarded the contract.

G. The Offeror may visit the sites and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The Offeror shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.

H. The failure or omission of the Offeror to receive or examine or document or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Offeror of any obligation to perform as specified herein. Offeror understands the intent and purpose thereof and their obligations there under and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
I. Awarded Offeror shall provide documentation of service schedule for each City location to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
Attn: Ms. Ann Jones

J. **RFP Submittals:** The successful Offeror shall be required to furnish the following item(s) with proposal: **Failure to provide information as requested could result in being considered non-responsive.**

(1) Photocopies of All applicable licenses, permits and other documents required by regulatory agencies shall be provided with proposal response.

K. **Required Information:** The basis for selection shall be in accordance with the evaluation criteria listed herein.

All Offerors must provide, as a minimum, the information listed herein and the proposal(s) submitted must reflect the degree or expertise in utilizing these capabilities. The response should address the following:

- Qualifications
- Task & Frequency of Services Schedule
- Proof of City of Charleston Business License
- Bonding Ability
- Business Stability Information (Mark as Confidential)
- References
- Cost Proposal (Broken down by each location)

a) Offerors should include personal financial statements if Offeror is an individual or sole proprietor and/or profit and loss statements if Offeror is a LLC, partnership or corporation. At its sole election, the City reserves the right to require additional documents demonstrating Offeror’s ability to meet the requirements of this RFP.

b) Indicate if you have ever defaulted on a contract or have been denied a contract due to non-responsibility to perform. If so, provide the facts and circumstances.
Offeror's Elevator Maintenance Services Pricing Pages

Provide labor rates for Emergency Repairs or Vandalism:

<table>
<thead>
<tr>
<th>Regular Time</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Elevator #</th>
<th>Location</th>
<th>Stories</th>
<th>Mo. Cost</th>
<th>Yr. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1001077</td>
<td>Aquarium Garage, 24 Calhoun St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1001078</td>
<td>Aquarium Garage, 24 Calhoun St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1000687</td>
<td>Camden Exchange Garage, 47 John St.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1000368</td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1000368</td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1000368</td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1001407</td>
<td>City Office, Legal, 50 Broad St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1000006</td>
<td>City Hall, 80 Broad St.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1000007</td>
<td>City Art Gallery, 34 Prioleau St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1000356</td>
<td>Concord &amp; Cumberland Garage, 1 Cumberland St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>1001946</td>
<td>Dock St. Theater, 135 Church St., 5 Stop</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1001947</td>
<td>Dock St. Theater, 135 Church St., 5 Stop</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>1001948</td>
<td>Dock St. Theater, 135 Church St., 2 Stop</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>1000259</td>
<td>East Bay &amp; Prioleau St. Garage, 25 Prioleau St.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>1000357</td>
<td>Eastside Community Center, 1 Cooper St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1001148</td>
<td>Family Circle Tennis Center, Daniel Island</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>1001134</td>
<td>Family Circle Tennis Center, Daniel Island</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>1000005</td>
<td>Finance (BFRC), 116 Meeting St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>1002090</td>
<td>Fire Department Chair Lift, 46 1/2 Wentworth St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1002090</td>
<td>Fire Department Station #9, 1451 King St.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>1002242</td>
<td>Fire Station 11, 1835 Savannah Hwy.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>1000817</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>1000818</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>1000819</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>1002242</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>1002242</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>1002245</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>1002286</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>1002288</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>1002294</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----</td>
<td>-----------------------------------------------------------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>1002295</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St. (Handicap Lift)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>10000011</td>
<td>Hassell Street Garage (Charleston Place), 85 Hassell St.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>10000017</td>
<td>Hassell Street Garage (Charleston Place), 85 Hassell St.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>1001395</td>
<td>Lockwood Municipal Complex, 180 Lockwood Blvd.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>1001396</td>
<td>Lockwood Municipal Complex, 180 Lockwood Blvd.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>1001397</td>
<td>Lockwood Municipal Complex, 180 Lockwood Blvd.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>1000893</td>
<td>Majestic Square Garage, 158 Market St.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>1000894</td>
<td>Majestic Square Garage, 158 Market St.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>1000855</td>
<td>Marion Square Garage, 399 King St.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>1000369</td>
<td>Maritime Center Bldg., 10 Wharfside St.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>1001094</td>
<td>Market Hall, Daughters of Confederacy, 188 Meeting St.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td></td>
<td>Old Slave Mart Museum, 8 Chalmers St.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>1000358</td>
<td>Police Department, 180 Lockwood Blvd.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>1000505</td>
<td>Police Department, 180 Lockwood Blvd.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>1001256</td>
<td>Police Department, 3545 Mary Ader Ave.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td></td>
<td>Police Department Forensics, 1975 Bees Ferry Rd.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>1001693</td>
<td>Queen Street Garage, 93 Queen Street</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>1001678</td>
<td>St. Phillip St. Garage (College), 34 St. Phillip St.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>1000815</td>
<td>VRTC Parking Complex, 73 Mary St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>1000816</td>
<td>VRTC Parking Complex, 73 Mary St.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>1000549</td>
<td>Wentworth Garage, 81 Wentworth St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>1000592</td>
<td>Wentworth Garage, 81 Wentworth St.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>1002466</td>
<td>99 West Edge</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>1002467</td>
<td>99 West Edge</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td></td>
<td>Charleston Technology Center Garage, 4 Conroy St.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td></td>
<td>Charleston Technology Center Garage, 4 Conroy St.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: 30
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your “Original” Proposal and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the RFP carefully.

This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your response.
DATE: January 11, 2020
TO: All Bidders
FROM: Robin B. Robinson
RE: 20-P042R – Elevator Maintenance Services RFP

This addendum #1 Q&A to the solicitation is being made for the following reasons:

Q-1 Do you anticipate extending the bid due date?
A-1 Not at this time.

Q-2 What additional details are you willing to provide, if any, beyond what is stated in the bid documents concerning how you will identify the winning bid?
A-2 All information pertaining to award has been provided in the RFP document.

Q-3 Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?
A-3 It was not.

Q-4 Other than your own website, where was this bid posted?
A-4 We advertised in The Chronicle, the Post & Courier and the SCBO (South Carolina Business Opportunities) website.

Q-5 Who is the current maintenance provider?
A-5 American Elevator.
Q-6  What is their current monthly/annual price for the initial scope of work?

A-6  The price ranges from $25.00/month to $170.00/month.

Q-7  What is the total amount paid to the elevator contractor for work outside of the scope of work on an annual basis?

A-7  2020 - $8,977  2019 - $58,353  2018- $59,042

Q-8  Are they currently under this scope of work which we are bidding on or are they under a different scope of work?

A-8  They are currently performing the services under this scope.

Q-9  Under Section 3 of the Scope of Work, it states that Material will be capped at a markup of 10%. Please explain whether the Scope of Work is to include parts as part of the maintenance program for reports or are replacement parts to be extra and to be billed at a cap of cost plus 10% and the maintenance program only to include labor?

A-9  Replacement parts are billed separately.

Q-10 Who is the current service provider and what do they charge you?

A-10 See A-6.

Q-11 Are we able to view this existing equipment? Can we set up a time to view some of the locations?

A-11 Yes.

Q-12 Are overtime callbacks part of the contract?

A-12 Yes.

Q-13 Are there drawings/wiring diagrams in every machine room?

A-13 Yes.
Q-14 Cameras in elevators are excluded for the elevator contract, correct?
A-14 Correct.

Q-15 Are there currently any outstanding test requirements?
A-15 No.

Q-16 What were state violations for the past year? Past three years? What are current outstanding state violations?
A-16 No outstanding state violations. That information for past 3 years of violations has been posted on our website.

Q-17 The annual work is due April 1st. When was the last time the annual inspections were completed?
A-17 April 2020

Q-18 Based on the current reports you have for monthly, quarterly, and annual work; are there any outstanding repairs due to be completed such as rope replacements?
A-18 No.

Q-19 Is there documentation to show when the load weighing devices were last tested and adjusted? (according to the spec, all load weighing should be tested with weights annually)
A-19 No.

Q-20 Is there documentation to show when the last annual electrical test was performed on the door interlock circuits?
A-20 No.

Q-21 Since all material susceptible to rust must be painted, is all pit equipment currently painted?
A-21 Yes.
Q-22 Related to the indemnification, all legal costs re listed as the contractor's responsibility. Is the responsibility for the full amount, or to the extent related to the court finding of contractor responsibility?

A-22 The costs that would be reimbursed are any costs, including legal fees that are associated with claims, etc. brought against the City, employees or third parties arising from the negligent, reckless or intentional misconduct of the contractor in the performance or default of the contract. If a lawsuit were filed, that amount would be determined in the course of the proceeding.

Q-23 What are the bonding requirements?

A-23 No bond is required.

Q-24 What was the nature of any work/repairs outside the scope of the contract in the last two years? What was the value?

A-24 2019 – Replace Cylinder at Camden Garage, Repair electronic hydraulic valve at Market Hall, Replace car tops at VRTC, Replace KEB VVVF Drive at Gaillard, Replace main control board at Majestic

2020 – Replace O/I board and software at Prioleau. Replace control board at Majestic

See A-7 for total cost.

Q-25 How many calls back for service have there been over the past 12 months? Have there been any after-hours calls in the past 12 months?

A-25 Yes, but not sure on the number of times.

Q-26 We assume that the contractor is not required as part of the contract to make renewal or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the contractor, its representatives or employees, or by reason of any cause beyond the control of the contractor, except ordinary wear and tear. What is the process by which work outside the scope of the contract is documented?

A-26 It is handled by the Parks Department which will be the main point of contact for all elevators issues, testing and inspections.
Q-27  Obsolescence: Under the full maintenance covered items, if any components because obsolete or no longer able to be offered by the OEM, will it be considered a billable repair?

A-27  This will be on a case by case basis.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

Company Name

Date
ADDENDUM 1
ATTACHMENTS
City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2

DATE: January 13, 2020
TO: All Bidders
FROM: Robin B. Robinson
RE: 20-P042R – Elevator Maintenance Services RFP

This addendum #2 to the solicitation is being made for the following reasons:

1. There will be a site visit on Wednesday, January 20, 2021 @ 10:00am. Please meet in the Gaillard Garage on level 1 at the elevators closest to the open area in front of the Gaillard.

2. The due date will be moved from January 27, 2021 to February 10, 2021. The time due will remain the same.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_________________________________________  ______________________________
Signature of Acknowledgement                                  Date

_________________________________________
Company Name
EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
CITY OF CHARLESTON
RFP 20-P042R
ELEVATOR MAINTENANCE SERVICES

BID DATE
FEBRUARY 10TH, 2021
# Table of Contents

1. Transmittal Letter  
2. Detailed Proposal  
   a. Bid Signed Documentation  
      i. Cover Page  
      ii. Certificate of Familiarity  
   iii. MWBE Compliance Provisions and Instructions  
      1. Affidavit C Intent to perform Contract with own workforce  
   iv. Addendums  
      1. Addendum 1  
      2. Addendum 2  
 b. Qualifications  
 c. Task and Frequency of Services Schedule  
 d. City of Charleston Business License  
 e. Insurance Documentation  
 f. Bonding Ability Letter  
 g. Business Stability Information (CONFIDENTIAL)  
 h. References  
 i. Cost Proposal
Attn: Robin Barret-Robinson  
Senior Buyer  
City of Charleston, Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

Re: 20-P042R Understanding of present RFP Requirements

February 8th, 2020

Robin,

This letter is to inform The City of Charleston that American Elevator Company has reviewed all documentation regarding RFP 20-P042R and fully understands the requirements of the solicitation. These requirements include, but are not limited to the supply of parts, the timeframe to remedy downtime and communication regarding the present state of your equipment.

American Elevator Company has enjoyed being the maintenance provider for The City of Charleston’s elevators for the past ten years. During this time, we have had the pleasure of working with various City employees and their subcontractors. We feel that our experience with your equipment makes us the most economically and best qualified professionals for this job. Our proposal is a firm and irrevocable offer for ninety (90) calendar days.

Regards

Travis Easley  
President  
American Elevator
Proposal Number: 20-P042R  Proposals will be received until: January 27, 2021 @ 12:00pm
Proposal Title: Elevator Maintenance Services

Mailing Date: December 13, 2020  Direct Inquiries to: Robin B. Robinson

Vendor Name: American Elevator Company  FEIN/SS#: 57-1060152
Vendor Address: 120 Pidgeon Bay Road, Suite C
City – State – Zip: Summerville, SC 29483

Telephone Number: 843-875-1006  Fax Number: 843-875-5323

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned Business in the State of South Carolina?  ☐ Yes ☐ No

Authorized Signature: ____________________________  Title: Vice President
Date: 2/08/21

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for Elevator Maintenance Services. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Offeror chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. DEADLINE FOR SUBMISSION OF OFFER: Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Robin B. Robinson or Chenette Singleton no later than 1:00pm on January 5, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Chenette Singleton, singletonc@charleston-sc.gov.
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

American Elevator Company, INC.
Company Name
As registered with the IRS

PO Box 1946
Correspondence Address

Summerville, SC 29484
City, State, Zip

Travis@americanelevatorco.com
Email

Travis Easler
Printed Name

Vice President
Title

843-200-3034
Telephone Number/Toll Free Also (If Available)

PO Box 1946
Remittance Address

Summerville, SC 29484
City, State, Zip

57-1060152
Federal Tax ID (FEIN)/SS Number

Authorized Signature

843-875-5323
Fax Number

2/08/21
Date

018883987
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☑ Yes ☐ No
If so, please provide a copy of your certificate with your response.
AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of American Elevator Company

(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

5. Attended any pre-solicitation meetings scheduled by the City.

6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: 2/08/21    Name of Authorized Officer (Print/Type): Travis Easley

Signature: ______________

Title: Vice President
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of American Elevator Company

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ______________________ contract.

RFP 20-P042R Elevator Maintenance Services

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 2/08/21 Name of Authorized Officer (Print/Type): Travis Easley

Signature:

Title: Vice President

Sworn to before me this 8 day of February, 2021
Notary Public for the State of SC
My Commission Expires: March 15, 2021
Print Name: Linda W. Easley
Phone Number: 843-266-6507
Address: 813 Bayberry Run, Summerville, SC 29485

[Notary Seal]
Small & Minority Business
Contracting
& Certification

Certificate of Woman-Owned Business

AMERICAN ELEVATOR CO., INC
located at
SUMMERVILLE, SOUTH CAROLINA

has been determined to be a
woman-owned business operating in
the State of South Carolina

Date: MARCH 17, 2016
Expiration Date: MARCH 31, 2021

Certification Number: 03201634
ADDENDUM #1 Q&A

DATE: January 11, 2020
TO: All Bidders
FROM: Robin B. Robinson
RE: 20-P042R – Elevator Maintenance Services RFP

This addendum #1 Q&A to the solicitation is being made for the following reasons:

Q-1 Do you anticipate extending the bid due date?
   A-1 Not at this time.

Q-2 What additional details are you willing to provide, if any, beyond what is stated in the bid documents concerning how you will identify the winning bid?
   A-2 All information pertaining to award has been provided in the RFP document.

Q-3 Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?
   A-3 It was not.

Q-4 Other than your own website, where was this bid posted?
   A-4 We advertised in The Chronicle, the Post & Courier and the SCBO (South Carolina Business Opportunities) website.

Q-5 Who is the current maintenance provider?
   A-5 American Elevator.
Q-6 What is their current monthly/annual price for the initial scope of work?

A-6 The price ranges from $25.00/month to $170.00/month.

Q-7 What is the total amount paid to the elevator contractor for work outside of the scope of work on an annual basis?

A-7 2020 - $8,977 2019 - $58,353 2018- $59,042

Q-8 Are they currently under this scope of work which we are bidding on or are they under a different scope of work?

A-8 They are currently performing the services under this scope.

Q-9 Under Section 3 of the Scope of Work, it states that Material will be capped at a markup of 10%. Please explain whether the Scope of Work is to include parts as part of the maintenance program for reports or are replacement parts to be extra and to be billed at a cap of cost plus 10% and the maintenance program only to include labor?

A-9 Replacement parts are billed separately.

Q-10 Who is the current service provider and what do they charge you?

A-10 See A-6.

Q-11 Are we able to view this existing equipment? Can we set up a time to view some of the locations?

A-11 Yes.

Q-12 Are overtime callbacks part of the contract?

A-12 Yes.

Q-13 Are there drawings/wiring diagrams in every machine room?

A-13 Yes.

Q-14 Cameras in elevators are excluded for the elevator contract, correct?

A-14 Correct.
Q-15  Are there currently any outstanding test requirements?
A-15  No.

Q-16  What were state violations for the past year? Past three years? What are current outstanding state violations?
A-16  No outstanding state violations. That information for past 3 years of violations has been posted on our website.

Q-17  The annual work is due April 1st. When was the last time the annual inspections were completed?
A-17  April 2020

Q-18  Based on the current reports you have for monthly, quarterly, and annual work; are there any outstanding repairs due to be completed such as rope replacements?
A-18  No.

Q-19  Is there documentation to show when the load weighing devices were last tested and adjusted? (according to the spec, all load weighing should be tested with weights annually)
A-19  No.

Q-20  Is there documentation to show when the last annual electrical test was performed on the door interlock circuits?
A-20  No.

Q-21  Since all material susceptible to rust must be painted, is all pit equipment currently painted?
A-21  Yes.

Q-22  Related to the indemnification, all legal costs re listed as the contractor’s responsibility. Is the responsibility for the full amount, or to the extent related to the court finding of contractor responsibility?
A-22  The costs that would be reimbursed are any costs, including legal fees that are associated with claims, etc. brought against the City, employees or third parties arising from the negligent, reckless or intentional misconduct of the contractor in the performance or default of the contract. If a lawsuit were filed, that amount would be determined in the course of the proceeding.
Q-23  What are the bonding requirements?
A-23  No bond is required.

Q-24  What was the nature of any work/repairs outside the scope of the contract in the last two years?  What was the value?
A-24  2019 – Replace Cylinder at Camden Garage, Repair electronic hydraulic valve at Market Hall, Replace car tops at VRTC. Replace KEB VVVF Drive at Gaillard, Replace main control board at Majestic

2020 – Replace O/I board and software at Prioleau. Replace control board at Majestic

See A-7 for total cost.

Q-25  How many calls back for service have there been over the past 12 months?  Have there been any after-hours calls in the past 12 months?
A-25  Yes, but not sure on the number of times.

Q-26  We assume that the contractor is not required as part of the contract to make renewal or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the contractor, its representatives or employees, or by reason of any cause beyond the control of the contractor, except ordinary wear and tear.  What is the process by which work outside the scope of the contract is documented?
A-26  It is handled by the Parks Department which will be the main point of contact for all elevators issues, testing and inspections.

Q-27  Obsolescence:  Under the full maintenance covered items, if any components because obsolete or no longer able to be offered by the OEM, will it be considered a billable repair?
A-27  This will be on a case by case basis.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement  

2/08/21  Date

American Elevator Company
Company Name
City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2

DATE: January 13, 2020
TO: All Bidders
FROM: Robin B. Robinson
RE: 20-P042R – Elevator Maintenance Services RFP

This addendum #2 to the solicitation is being made for the following reasons:

1. There will be a site visit on Wednesday, January 20, 2021 @ 10:00am. Please meet in the Gaillard Garage on level 1 at the elevators closest to the open area in front of the Gaillard.

2. The due date will be moved from January 27, 2021 to February 10, 2021. The time due will remain the same.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement 2/08/21
Date

American Elevator Company
Company Name
American Elevator was established in Charleston, SC on November 25, 1996 and incorporated as a Statutory Close Corporation. Our company continues to service and modernize all types of commercial and residential elevators.

We bring over One Hundred (100) years of experience in installation, servicing and modernization of elevators. American Elevator has been responsible for the maintenance and repair of various types of manufacturers/OEM’s in the Tri-State Area since 1996.

Our local office is located at 120 C Pigeon Bay Road, Summerville, SC and contains 3000 square foot of office and warehouse space. Our local facilities are certainly open for inspection by the owner or owner’s representative at any time.

A list of our local employees is as follows:

**Travis Easler:**  Twenty-Three (23) years as Construction, Residential and Modernizations Supervisor. Service Mechanic and presently presides as the Vice President and head of operations. Travis received his BS in Social Science at Charleston Southern University. During his time at American Elevator, he has performed and managed the installation/modernization of numerous elevators and lifts, generated bid packages to various entities and managed day to day operations.

**J.L. Hooper:**  Thirty-Five (35) years in the elevator industry with positions ranging from Construction Helper, Construction Mechanic, and Service Mechanic and Modernization Foreman with American Elevator. Larry has spent the last Seventeen (17) years with American Elevator Company installing and overseeing modernization projects and approximately $30,000,000.00 in elevator installation, repair and maintenance. Present responsibility is maintenance and supervision of repair work for the City of Charleston’s elevators.

**Donn McIntyre:**  Twenty-Five (25) years in the elevator industry ranging from construction and maintenance helper to Maintenance Route Mechanic which he currently holds. His responsibilities range from maintaining over 3 million dollars in elevators as well as any necessary repairs.
Ryan Hall: Nine (9) years starting as Construction and Service helper advancing to manage new sales and dispatching. He graduated with a BS Degree in Business Management from Presbyterian College.

Linda Easler: Twenty-Four (24) years as Chief Financial Officer and President. She has a degree in Business/Computer Science and an additional degree in Nursing.

Brock LeCroy: Six (6) years as a lead Mechanic for the Modernizations and Commercial Installation projects.

Troi McDade: Three (3) years in the elevator trade. He currently works as an Elevator mechanic for the residential and modernization projects.

Jeff King: Has Thirty (30) years in the elevator industry. Jeff is QEI (Qualified Elevator Inspector) and CET-S (Certified Elevator Technician-Supervisor). Jeff has maintained a college campus with over 100 units and a hospital with over 75 units. He is well versed in the operation and mechanics of all OEMs. Jeff has an associate degree in Electronics Engineering from ITT Technical Institute. Jeff now holds the position of Maintenance/Service Supervisor and Job Superintendent for American Elevator Company.

We maintain preferred vendor status with most elevator parts suppliers. I.E.: Unitec, (owned and used by Otis Elevator), Adams (owned and used by Schindler Elevator), Vertical Express (Owned and used by ThyssenKrupp Elevator), MCE, Elevator Controls, Canton Elevators, Quality, S.E.E.S, Hollister-Whitney, and Delco as well as numerous other vendors as advertised in Elevator World.

These suppliers maintain an inventory of virtually every elevator part manufactured over the past 30 years. All these suppliers will ship any part required overnight. This service will be utilized only in the event necessary materials are not located in your elevator machine room or our local facility. The parts manufactured by our suppliers meets and most often exceed the original manufacture’s specifications.

Since the start of our company, we have modernized over one hundred (100) elevators in the Charleston and South Carolina area. These projects range from two (2) to seventeen (17) floors. Most all these modernizations required the replacement of out-dated controllers with new solid-state controllers, door operators, hanger and track replacements, fixture replacements as well as complete rewiring of car, hoistway, and machine rooms.

We maintain twenty-four (24) elevators for Charleston County under our Full Maintenance Agreement as well as forty-seven (47) units with the City of Charleston. In addition to the above stated contracts, we maintain elevators for numerous properties within the Tri-county area.
We have completed large and small projects over the years. One of our projects was at the Gaillard Auditorium renovation project in which we installed Six (6) Gearless Machine Room Less elevators ranging from Three (3) to Eight (8) stops. Total project price $1.2 million. In order to verify the quality of our working relationships, please feel free to contact any of the following:

Andy Benka  
City of North Charleston  
843-740-2514

Tony Soles  
Dorchester School District 2  
843-871-3900

Sandy Osborne  
Charleston County  
843-412-3675

Concerning questions related to a technical and engineering standpoint, our company has installed SCR drive and AC VVVF drive controllers. In addition to controller replacement, we have replaced door operators, re-wired car and hoistway complete, hoistway hanger's tracks, locks, entrance detectors and new car and hall fixtures.

All the installed equipment is provided by major manufacturers. We deal directly with the specific manufacturer’s engineering staff that designs the product for any technical or engineering support that may be required. Upon installation of the above equipment, we contract the State of South Carolina, Elevator Division to inspect and certify the equipment to assure adherence to the latest codes. We have never defaulted on a contract or been denied a bid due to non-performance.

Since American Elevator Co. formed in 1996 in Charleston, SC, our personnel’s experience and dedication to quality maintenance, repair, and modernization of elevators meets or exceeds the qualifications of any elevator company’s personnel in the Tri-County area. At no time have we ever been denied a contract nor have we lost any contracts due to non-performance.

In most cases, the name of the company is secondary to the quality of local personnel. We feel with our industry experience along with knowledge of local customer requirements we will provide the safest, most dependable and cost-effective maintenance, new installation and modernization projects attainable in Charleston, SC.

We look forward to the opportunity to prove our ability and commitment to provide quality elevator service for you as our customer.

Signed By:  
Travis Easler

Title:  
Vice President
# CHECK CHART FOR ALL ELEVATORS

## MONTHLY CHECK ITEMS

<table>
<thead>
<tr>
<th>HOISTWAY &amp; CAR TOP</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check lube and lubricators for car and cwt. rails.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observe bolts, joints and brackets.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check and lube O.H. sheaves and bearings.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observe all Hoistway Switches and vanes.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observe cwt. shoes, rods and cable hitches.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observe conduit, fittings and fastenings.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check tension and hitch of hoist cables.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check guide shoes, gib, rollers and tires.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check door operator and retiring cam.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check car light, stop sw. and alarm bell.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check operating devices and signal lamps.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check operation of car doors and gates.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check door or gate contact, safety edge and photo electric beams.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observe stop and leveling at all floors.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CORRIDOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test operation of all doors and gates.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test operation of interlocks and contacts.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check hall buttons and indicator lamps.</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## QUARTERLY CHECK ITEMS

<table>
<thead>
<tr>
<th>HOISTWAY &amp; CAR TOP</th>
<th>4</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Check and tighten all bolts, brackets and fastenings in hoistway.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean and lube all hoistway switches.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean and check contacts and actuators.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean and lubricate hoistway door hangers.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean and adjust door operator contacts, motor brushes, belt, chain, cords, clutch and safety edge.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check and tighten all bolts and sling.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check fastenings and bolts for cams, safety, cords and compensating chain.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check conduit and electric wiring.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test buffers and pit stop switch.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check tail sheave, bolts, hangers and bearings.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## ANNUAL AND SEMI-ANNUAL CHECK ITEMS

<table>
<thead>
<tr>
<th>MISC</th>
<th>1</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush and vacuum clean hoistway.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conduct annual safety test.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check bottom gib of car and hall doors.</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test all door hangers for upthrust.</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check lubrication of ball and roller bearings.</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Elevator No.: __________________________  Year:________________________
City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

American Elevator Company
DBA: American Elevator Company
PO Box 1946
Summerville, SC 29484

DATE OF ISSUE:

2 2 2021

CLASS:

8.1 - 238290

LICENSE # BL022953-02-2021

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

Amy K. Wharton
CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA

Business License Receipt

DATE 02/01/2021
INVOICE # 00195368

ACCOUNT:

American Elevator Company
DBA: American Elevator Company
PO Box 1946
Summerville, SC 29484
Class: 8.1
NAICS: 238290

LICENSE # BL022953-02-2021

<table>
<thead>
<tr>
<th>Date</th>
<th>Status</th>
<th>Payment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/02/2021</td>
<td>Paid In Full</td>
<td>Credit Card</td>
<td>$910.20</td>
</tr>
</tbody>
</table>

Total Paid $910.20
ACORD CERTIFICATE OF LIABILITY INSURANCE

Client#: 1590437

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
6100 Fairview Road, Suite 800
Charlotte, NC 28210
855 874-1396

INSURED
American Elevator Company, Inc.
PO Box 1946
Summerville, SC 29484-1946

CONTACT NAME: Lucretia Mills-Thurman
PHONE: 704-901-8697
FAX: 610-537-1902
E-MAIL: lucretia.mills@usi.com

INSURER(S) AFFORDING COVERAGE

INSCRIB.

INSCRIBED

AMERIELE5

DATE (MM/DD/YYYY)
02/09/2021

INSURED IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

COVERAGES CERTIFICATE NUMBER:

CVRGS INSURED

REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>AGGREGATE LIMIT</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>CLAIMS-MADE</td>
<td>GLP130330004</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>OCCUR</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>GENERAL AGGREGATE LIMIT APPLIES PER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>POLICY</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>PROJECT</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>LOC</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>D</td>
<td>ANY AUTO</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>OWNED AUTOS ONLY</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>NONOWNED AUTOS ONLY</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>OCCUR</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>OCCUR</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>RETTIIONS</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>C</td>
<td>EMPLOYEES LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>N/A</td>
<td></td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required).

CERTIFICATE HOLDER

City of Charleston
Accounts Payable
PO Box 353 116 Meeting Street
Charleston, SC 29401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 1

The ACORD name and logo are registered marks of ACORD
#S31132138/M30328134

LJME4
Attn: Robin Barret-Robinson
Senior Buyer
City of Charleston, Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Re: 20-P042R Bid Bonding Ability

February 8th, 2020

Robin,

We are currently bonded with MUSC for the President Street Parking Project. This bonding is for $480,000.00. This should show our ability to provide requested bonding if we are the successful bidder. Through the years, we have had numerous bonds with various projects and have never defaulted on a job due to nonperformance.

Regards

[Signature]

Travis Easler
President
American Elevator
### American Elevator Co., Inc.
### Profit & Loss
### January through December 2020

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jan - Dec 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td></td>
</tr>
<tr>
<td>4050 · Sales</td>
<td></td>
</tr>
<tr>
<td>4051 · Deferred Income Account Deposit</td>
<td>13,287.00</td>
</tr>
<tr>
<td>4052 · Income By Service</td>
<td></td>
</tr>
<tr>
<td>4052-1 · Maintenance</td>
<td>331.90</td>
</tr>
<tr>
<td>4056-1 · Residential</td>
<td>72,730.08</td>
</tr>
<tr>
<td>4057-1 · Commercial</td>
<td>349,977.78</td>
</tr>
<tr>
<td>4052-3 · CPL</td>
<td>56,616.00</td>
</tr>
<tr>
<td>4052-4 · New Construction</td>
<td>18,120.00</td>
</tr>
<tr>
<td>4052-5 · LULA</td>
<td>407,045.73</td>
</tr>
<tr>
<td><strong>Total 4052 · Income By Service</strong></td>
<td>904,821.49</td>
</tr>
<tr>
<td>4070 · Open Order Income Billable</td>
<td></td>
</tr>
<tr>
<td>4070-3 · Residential Open Order Rep...</td>
<td>41,126.63</td>
</tr>
<tr>
<td>4070-4 · Commercial Open Order Rep...</td>
<td>130,961.00</td>
</tr>
<tr>
<td><strong>Total 4070 · Open Order Income Billable</strong></td>
<td>172,087.63</td>
</tr>
<tr>
<td>4065 · Monthly Maintenance Accounts</td>
<td>287,311.74</td>
</tr>
<tr>
<td>4068 · Quarterly Maintenance Contracts</td>
<td>33,823.55</td>
</tr>
<tr>
<td>4069 · Annual Maintenance Contract</td>
<td>300.00</td>
</tr>
<tr>
<td>4058 · Finance Charges</td>
<td>0.75</td>
</tr>
<tr>
<td>4059 · Mileage</td>
<td>433.49</td>
</tr>
<tr>
<td>4061 · Engineering and Permits</td>
<td>40,007.00</td>
</tr>
<tr>
<td><strong>Total 4050 · Sales</strong></td>
<td>1,452,072.65</td>
</tr>
<tr>
<td>49900 · Uncategorized Income</td>
<td>44,471.45</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>1,496,544.10</td>
</tr>
</tbody>
</table>

### Cost of Goods Sold

<p>| 5700 · Company Vehicles |             |
| 5801 · Gas              | 24,337.89   |</p>
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Jan - Dec 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>5805 · Vehicle Expense</td>
<td></td>
</tr>
<tr>
<td>5805-12 · 2005 RAM Diesel</td>
<td>951.45</td>
</tr>
<tr>
<td>5805-5 · 2013 Service Van Donn</td>
<td>430.79</td>
</tr>
<tr>
<td>5805-1 · 2014 RAM</td>
<td>901.85</td>
</tr>
<tr>
<td>5805-2 · 2015 RAM</td>
<td>4,091.00</td>
</tr>
<tr>
<td>5805-3 · 2016 Cadillac SRX Linda</td>
<td>2,220.43</td>
</tr>
<tr>
<td>5805-7 · 2018 Chevy Suburban</td>
<td>421.72</td>
</tr>
<tr>
<td>5805-10 · 2019 Ram Travis</td>
<td>391.37</td>
</tr>
<tr>
<td>5805-11 · 2019 RAM CREW</td>
<td>35.49</td>
</tr>
<tr>
<td>5805-13 · King Truck Allowance</td>
<td>4,084.10</td>
</tr>
<tr>
<td>5805-6 · Trailer</td>
<td>178.51</td>
</tr>
<tr>
<td>5805 · Vehicle Expense - Other</td>
<td>1,724.77</td>
</tr>
<tr>
<td><strong>Total 5805 · Vehicle Expense</strong></td>
<td><strong>15,411.48</strong></td>
</tr>
<tr>
<td>Total 5700 · Company Vehicles</td>
<td><strong>39,749.37</strong></td>
</tr>
<tr>
<td>5201 · Sales Tax Paid 1099</td>
<td>-103.24</td>
</tr>
<tr>
<td>5200 · Material Job Cost</td>
<td></td>
</tr>
<tr>
<td>5220 · Maintenance Materials</td>
<td></td>
</tr>
<tr>
<td>5220-1 · Maintenance Repair Taxable</td>
<td>1,138.21</td>
</tr>
<tr>
<td>5220-2 · Maintenance Repair Non Taxable</td>
<td>5,459.34</td>
</tr>
<tr>
<td>5220-3 · Maintenance Taxable</td>
<td>11,059.44</td>
</tr>
<tr>
<td>5220-4 · Maintenance Non Taxable</td>
<td>33,731.98</td>
</tr>
<tr>
<td>5220 · Maintenance Materials - Other</td>
<td>-894.68</td>
</tr>
<tr>
<td><strong>Total 5220 · Maintenance Materials</strong></td>
<td><strong>50,394.09</strong></td>
</tr>
<tr>
<td>5230 · Modernization Materials</td>
<td></td>
</tr>
<tr>
<td>5230-1 · Modernization Taxable</td>
<td>113,663.86</td>
</tr>
<tr>
<td>5230-2 · Modernization Non Taxable</td>
<td>89,302.47</td>
</tr>
<tr>
<td><strong>Total 5230 · Modernization Materials</strong></td>
<td><strong>203,266.33</strong></td>
</tr>
<tr>
<td>5235 · New Construction Commercial</td>
<td></td>
</tr>
<tr>
<td>5235-1 · New Construction - Taxable</td>
<td>53,466.71</td>
</tr>
<tr>
<td>5235-2 · New Construction - Non Taxable</td>
<td>471.94</td>
</tr>
<tr>
<td><strong>Total 5235 · New Construction Commercial</strong></td>
<td><strong>53,938.65</strong></td>
</tr>
</tbody>
</table>
### Profit & Loss

**American Elevator Co., Inc.**

**January through December 2020**

**Accrual Basis**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Jan - Dec 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>5260-A · Residential Materials</td>
<td>197,002.19</td>
</tr>
<tr>
<td>5260-1 · Residential Sales</td>
<td>153,033.93</td>
</tr>
<tr>
<td>5260-2 · Residential Repair</td>
<td>12,137.63</td>
</tr>
<tr>
<td>5260-3 · Residential Taxable</td>
<td>21,573.76</td>
</tr>
<tr>
<td>5260-4 · Residential Non Taxable</td>
<td>10,255.87</td>
</tr>
<tr>
<td><strong>Total 5260-A · Residential Materials</strong></td>
<td>197,002.19</td>
</tr>
<tr>
<td>5216 · LULA Materials</td>
<td>39,570.31</td>
</tr>
<tr>
<td>5216-1 · LULA Sales</td>
<td>38,059.73</td>
</tr>
<tr>
<td>5216-2 · LULA Repair Taxable</td>
<td>610.58</td>
</tr>
<tr>
<td><strong>Total 5216 · LULA Materials</strong></td>
<td>39,570.31</td>
</tr>
<tr>
<td>5245 · Equipment Rental</td>
<td>1,387.20</td>
</tr>
<tr>
<td>5245-1 · Modernizations</td>
<td>480.00</td>
</tr>
<tr>
<td>5245-2 · Equipment Rental - Other</td>
<td>907.20</td>
</tr>
<tr>
<td><strong>Total 5245 · Equipment Rental</strong></td>
<td>1,387.20</td>
</tr>
<tr>
<td>5211 · Warehouse Inventory</td>
<td>405.89</td>
</tr>
<tr>
<td>5215 · Licenses/Permits</td>
<td>11,377.85</td>
</tr>
<tr>
<td>5205 · Bond</td>
<td>16,494.14</td>
</tr>
<tr>
<td>5247 · Parking</td>
<td>1,096.04</td>
</tr>
<tr>
<td>5214 · Indirect Field Exp</td>
<td>541.38</td>
</tr>
<tr>
<td>5252 · Employee Reimbursed Expense</td>
<td>3,840.38</td>
</tr>
<tr>
<td>5257 · Freight Charges</td>
<td>15,857.79</td>
</tr>
<tr>
<td><strong>Total 5200 · Material Job Cost</strong></td>
<td>595,172.24</td>
</tr>
<tr>
<td>5265 · LULA Materials</td>
<td>4,141.11</td>
</tr>
<tr>
<td>5600 · Uniforms</td>
<td>4,141.11</td>
</tr>
<tr>
<td><strong>Total 5265 · LULA Materials</strong></td>
<td>4,141.11</td>
</tr>
<tr>
<td>5100 · Labor</td>
<td>600.00</td>
</tr>
<tr>
<td>5111 · LULA</td>
<td>600.00</td>
</tr>
<tr>
<td><strong>Total 5111 · LULA</strong></td>
<td>600.00</td>
</tr>
</tbody>
</table>
### American Elevator Co., Inc.
#### Profit & Loss

January through December 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Jan - Dec 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>5120 · Maintenance</td>
<td></td>
</tr>
<tr>
<td>5120-2 · Maintenance Repair</td>
<td>12,742.55</td>
</tr>
<tr>
<td>Total 5120 · Maintenance</td>
<td>12,742.55</td>
</tr>
<tr>
<td>5145 · Commercial Repairs</td>
<td>500.00</td>
</tr>
<tr>
<td>5180 · Elevator Education</td>
<td>413.00</td>
</tr>
<tr>
<td>Total 5100 · Labor</td>
<td>14,255.55</td>
</tr>
<tr>
<td>5500 · Tools</td>
<td></td>
</tr>
<tr>
<td>5520 · Tools &lt; $500</td>
<td>1,568.47</td>
</tr>
<tr>
<td>Total 5500 · Tools</td>
<td>1,568.47</td>
</tr>
<tr>
<td>Total COGS</td>
<td>654,783.50</td>
</tr>
<tr>
<td>Gross Profit</td>
<td>841,780.60</td>
</tr>
</tbody>
</table>

**Expense**

<table>
<thead>
<tr>
<th>Description</th>
<th>Jan - Dec 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>6000 · Advertising</td>
<td>144.88</td>
</tr>
<tr>
<td>6125 · Bank Service Charges</td>
<td></td>
</tr>
<tr>
<td>6126 · Checking Acct Svc Fees</td>
<td>3,514.51</td>
</tr>
<tr>
<td>6128 · Wire Transfer Fee's</td>
<td>1,743.91</td>
</tr>
<tr>
<td>6130 · Bank - Line of Credit</td>
<td>2,004.08</td>
</tr>
<tr>
<td>6135 · CC Processing Fees</td>
<td>3,666.89</td>
</tr>
<tr>
<td>6125 · Bank Service Charges - Other</td>
<td>556.68</td>
</tr>
<tr>
<td>Total 6125 · Bank Service Charges</td>
<td>11,478.07</td>
</tr>
<tr>
<td>6145 · Contributions</td>
<td>4,686.73</td>
</tr>
<tr>
<td>6165 · Dues and Subscriptions</td>
<td></td>
</tr>
<tr>
<td>6165-1 · Organizational Dues</td>
<td>858.99</td>
</tr>
<tr>
<td>6165-2 · Subscriptions</td>
<td>1,242.62</td>
</tr>
<tr>
<td>6165-3 · Google Database Subscription</td>
<td>83.46</td>
</tr>
<tr>
<td>6165 · Dues and Subscriptions - Other</td>
<td>704.00</td>
</tr>
<tr>
<td>Total 6165 · Dues and Subscriptions</td>
<td>2,889.07</td>
</tr>
<tr>
<td>6200 · Insurance</td>
<td></td>
</tr>
<tr>
<td>6209 · Health Ins GAP Coverage</td>
<td>7,669.78</td>
</tr>
<tr>
<td>6210 · Insurance Misc Chrg</td>
<td>652.66</td>
</tr>
</tbody>
</table>
## Profit & Loss

January through December 2020

### 6211 · Health Ins Employee

<table>
<thead>
<tr>
<th>Employee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6211-G · Matthew Carter</td>
<td>270.16</td>
</tr>
<tr>
<td>6211-H · Ryan Hall</td>
<td>393.12</td>
</tr>
<tr>
<td>6211-B · Brock Lecroy</td>
<td>156.59</td>
</tr>
<tr>
<td>6211-E · Troi McDade</td>
<td>688.17</td>
</tr>
<tr>
<td>6211-F · Quentin Washington</td>
<td>324.44</td>
</tr>
<tr>
<td>6211 · Health Ins Employee - Other</td>
<td>7,215.89</td>
</tr>
</tbody>
</table>

**Total 6211 · Health Ins Employee** 9,048.37

### 6220 · Humana Dental

**Total 6220 · Humana Dental** 3,914.40

### 6230 · Liability/Workmans Comp Ins

<table>
<thead>
<tr>
<th>Component</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6230-1 · Workmens Comp</td>
<td>7,651.33</td>
</tr>
<tr>
<td>6230-5 · General Liability</td>
<td>46,966.06</td>
</tr>
</tbody>
</table>

**Total 6230 · Liability/Workmans Comp Ins** 54,617.39

### 6250 · Life and AD Insurance

**Total 6250 · Life and AD Insurance** 494.30

### 6251 · Aflac Employee Paid

**Total 6251 · Aflac Employee Paid** 101.57

**Total 6200 · Insurance** 76,498.47

### 6300 · Interest Expense

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6310 · Bank Fees / Finance Charges</td>
<td>-4,991.71</td>
</tr>
<tr>
<td>6320 · Auto Loans - Interest Exp</td>
<td>7,745.20</td>
</tr>
<tr>
<td>6321 · Interest Exp - Cash Capital</td>
<td>2,400.00</td>
</tr>
<tr>
<td>6323 · Interest Expense Spark</td>
<td>5,077.54</td>
</tr>
<tr>
<td>6827 · Interest Expense Chase Ink</td>
<td>233.96</td>
</tr>
<tr>
<td>6324 · Interest Expense Visa Rick</td>
<td>573.51</td>
</tr>
<tr>
<td>6326 · Interest Expense Visa Travis</td>
<td>469.57</td>
</tr>
<tr>
<td>6325 · LWE American Express</td>
<td>250.00</td>
</tr>
<tr>
<td>6330 · Interest Expense Kabbage</td>
<td>2,000.00</td>
</tr>
<tr>
<td>6332 · Interest Smarter Merchant</td>
<td>-1,120.01</td>
</tr>
<tr>
<td>6331 · Interest Pearl Capital</td>
<td>1,735.00</td>
</tr>
<tr>
<td>6825 · Interest Exp - Sales Use Tax</td>
<td>23,008.18</td>
</tr>
</tbody>
</table>

**Total 6300 · Interest Expense** 37,381.24

### 6400 · Professional Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6410 · Legal Fees</td>
<td>100.00</td>
</tr>
<tr>
<td>6420 · Accounting / Tax Returns</td>
<td>4,791.41</td>
</tr>
</tbody>
</table>

**Total 6400 · Professional Fees** 4,891.41
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Jan - Dec 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>6500</td>
<td>Repairs</td>
<td></td>
</tr>
<tr>
<td>6510</td>
<td>Computer Repairs</td>
<td>264.27</td>
</tr>
<tr>
<td>6515</td>
<td>Equipment Repairs</td>
<td>74.00</td>
</tr>
<tr>
<td><strong>Total 6500</strong></td>
<td><strong>Repairs</strong></td>
<td><strong>338.27</strong></td>
</tr>
<tr>
<td>6600</td>
<td>Communication</td>
<td></td>
</tr>
<tr>
<td>6605</td>
<td>Answering Service</td>
<td>12,029.35</td>
</tr>
<tr>
<td>6610</td>
<td>Mobile Phones</td>
<td>14,311.68</td>
</tr>
<tr>
<td>6620</td>
<td>Telephone</td>
<td>1,975.68</td>
</tr>
<tr>
<td>6625</td>
<td>Website Fees</td>
<td>972.26</td>
</tr>
<tr>
<td><strong>Total 6600</strong></td>
<td><strong>Communication</strong></td>
<td><strong>29,288.97</strong></td>
</tr>
<tr>
<td>6650</td>
<td>Travel &amp; Ent</td>
<td></td>
</tr>
<tr>
<td>6660</td>
<td>Entertainment</td>
<td>200.00</td>
</tr>
<tr>
<td>6665</td>
<td>Meals</td>
<td>74.06</td>
</tr>
<tr>
<td>6670</td>
<td>Travel</td>
<td>6,103.50</td>
</tr>
<tr>
<td><strong>Total 6650</strong></td>
<td><strong>Travel &amp; Ent</strong></td>
<td><strong>6,377.56</strong></td>
</tr>
<tr>
<td>6700</td>
<td>Office Expense</td>
<td></td>
</tr>
<tr>
<td>6701</td>
<td>Office Expense-Computers</td>
<td>5,349.20</td>
</tr>
<tr>
<td>6702</td>
<td>Storage Rental</td>
<td>23,800.00</td>
</tr>
<tr>
<td>6703</td>
<td>Electricity</td>
<td>2,727.61</td>
</tr>
<tr>
<td>6704</td>
<td>Internet Svc</td>
<td>993.64</td>
</tr>
<tr>
<td>6705</td>
<td>Printing/Reproduction</td>
<td>529.70</td>
</tr>
<tr>
<td>6707</td>
<td>Office Cleaning &amp; Supplies</td>
<td>2,753.68</td>
</tr>
<tr>
<td>6710</td>
<td>Postage/Delivery</td>
<td>1,574.34</td>
</tr>
<tr>
<td>6715</td>
<td>Waste Container Storage</td>
<td>8,233.69</td>
</tr>
<tr>
<td>6720</td>
<td>Supplies</td>
<td>1,637.44</td>
</tr>
<tr>
<td>6725</td>
<td>Warehouse Rental</td>
<td>2,028.96</td>
</tr>
<tr>
<td><strong>Total 6700</strong></td>
<td><strong>Office Expense</strong></td>
<td><strong>49,638.26</strong></td>
</tr>
<tr>
<td>6750</td>
<td>Payroll Expenses</td>
<td></td>
</tr>
<tr>
<td>6755</td>
<td>Payroll Taxes</td>
<td>3,933.08</td>
</tr>
<tr>
<td>6760</td>
<td>Company Health Insurance</td>
<td>32,084.12</td>
</tr>
<tr>
<td>6765</td>
<td>401K Company Match</td>
<td>1,179.73</td>
</tr>
<tr>
<td>6776</td>
<td>Payroll - Gen &amp; Admin</td>
<td>2,564.00</td>
</tr>
<tr>
<td>6778</td>
<td>Employee Bonus</td>
<td>800.00</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>6780-A · Pay Checks</td>
<td>191,651.96</td>
<td></td>
</tr>
<tr>
<td>6779 · Salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6781 · Funeral Leave</td>
<td>444.00</td>
<td></td>
</tr>
<tr>
<td>6782 · Holiday Pay</td>
<td>9,763.00</td>
<td></td>
</tr>
<tr>
<td>6783 · Hourly Regular Rate</td>
<td>305,171.00</td>
<td></td>
</tr>
<tr>
<td>6784 · Inclimate Weather</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6785 · Overtime Rate</td>
<td>29,888.78</td>
<td></td>
</tr>
<tr>
<td>6786 · Vacation Pay</td>
<td>13,667.25</td>
<td></td>
</tr>
<tr>
<td>Total 6780-A · Pay Checks</td>
<td>550,565.99</td>
<td></td>
</tr>
<tr>
<td>6750 · Payroll Expenses - Other</td>
<td>42,642.66</td>
<td></td>
</tr>
<tr>
<td>Total 6750 · Payroll Expenses</td>
<td>633,769.58</td>
<td></td>
</tr>
<tr>
<td>6850 · Property Taxes</td>
<td>7,135.36</td>
<td></td>
</tr>
<tr>
<td>6999 · Uncategorized Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expense</td>
<td>864,517.87</td>
<td></td>
</tr>
<tr>
<td>Net Ordinary Income</td>
<td>-22,757.27</td>
<td></td>
</tr>
<tr>
<td>Other Income/Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8010 · Misc Income</td>
<td>113,500.74</td>
<td></td>
</tr>
<tr>
<td>Total Other Income</td>
<td>113,500.74</td>
<td></td>
</tr>
<tr>
<td>Other Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8025 · Uncollected Bad Debts</td>
<td>50,343.03</td>
<td></td>
</tr>
<tr>
<td>Total Other Expense</td>
<td>50,343.03</td>
<td></td>
</tr>
<tr>
<td>Net Other Income</td>
<td>63,157.71</td>
<td></td>
</tr>
<tr>
<td>Net Income</td>
<td>40,400.44</td>
<td></td>
</tr>
</tbody>
</table>
References
Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Charleston Parks and Facilities</td>
<td>823 Meeting Street</td>
<td>T: 843-724-7321 F: 843-579-7692</td>
<td><a href="mailto:Parks@Charleston-SC.GOV">Parks@Charleston-SC.GOV</a></td>
</tr>
<tr>
<td>823 Meeting Street</td>
<td>Charleston, SC 29403</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charleston County Government Sandy Osborne (Quality Assurance)</td>
<td>4050 Bridgeview Drive</td>
<td>T: 843-412-3675</td>
<td><a href="mailto:SOsborne@CharlestonCounty.org">SOsborne@CharlestonCounty.org</a></td>
</tr>
<tr>
<td></td>
<td>North Charleston, SC 29405</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of N. Charleston Andy Benka (Building and Maintenance Superintendent)</td>
<td>2500 City Hall Lane</td>
<td>T: 843-740-2514</td>
<td><a href="mailto:ABenka@NorthCharleston.org">ABenka@NorthCharleston.org</a></td>
</tr>
<tr>
<td></td>
<td>North Charleston, SC 29406</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dorchester School District 2 Tony Soles (Director of Facilities)</td>
<td>164 McQueen Blvd</td>
<td>T: 843-871-2710 F: 843-821-3990</td>
<td><a href="mailto:Asoles@Dorchester2.k12.sc.us">Asoles@Dorchester2.k12.sc.us</a></td>
</tr>
<tr>
<td></td>
<td>Summerville, SC 29483</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
<td>Phone/Fax:</td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Offeror’s Elevator Maintenance Services Pricing Pages

Provide labor rates for Emergency Repairs or Vandalism:

Regular Time  \$175.00 /hour
Overtime  \$262.50 /hour

<table>
<thead>
<tr>
<th>Item</th>
<th>Elevator #</th>
<th>Location</th>
<th>Stories</th>
<th>Mo. Cost</th>
<th>Yr. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1001077</td>
<td>Aquarium Garage, 24 Calhoun St.</td>
<td>5</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>2</td>
<td>1001078</td>
<td>Aquarium Garage, 24 Calhoun St.</td>
<td>5</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>3</td>
<td>1000687</td>
<td>Camden Exchange Garage, 47 John St.</td>
<td>6</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>4</td>
<td>1000368</td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>4</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>1</td>
<td>45.00</td>
<td>540.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Charleston &quot;Joe Riley&quot; Ball Park, 360 Fishburne St.</td>
<td>1</td>
<td>45.00</td>
<td>540.00</td>
</tr>
<tr>
<td>7</td>
<td>1001407</td>
<td>City Office, Legal, 50 Broad St.</td>
<td>3</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>8</td>
<td>1000006</td>
<td>City Hall, 80 Broad St.</td>
<td>4</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>City Art Gallery, 34 Prioleau St.</td>
<td>3</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>10</td>
<td>1000356</td>
<td>Concord &amp; Cumberland Garage, 1 Cumberland St.</td>
<td>5</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>11</td>
<td>1001946</td>
<td>Dock St. Theater, 135 Church St., 5 Stop</td>
<td>5</td>
<td>85.50</td>
<td>1026.00</td>
</tr>
<tr>
<td>12</td>
<td>1001947</td>
<td>Dock St. Theater, 135 Church St., 5 Stop</td>
<td>5</td>
<td>85.50</td>
<td>1026.00</td>
</tr>
<tr>
<td>13</td>
<td>1001948</td>
<td>Dock St. Theater, 135 Church St., 2 Stop</td>
<td>2</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>14</td>
<td>1000259</td>
<td>East Bay &amp; Prioleau St. Garage, 25 Prioleau St.</td>
<td>4</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>15</td>
<td>1000357</td>
<td>Eastside Community Center, 1 Cooper St.</td>
<td>3</td>
<td>67.50</td>
<td>810.00</td>
</tr>
<tr>
<td>16</td>
<td>1001148</td>
<td>Family Circle Tennis Center, Daniel Island</td>
<td>2</td>
<td>63.00</td>
<td>756.00</td>
</tr>
<tr>
<td>17</td>
<td>1001134</td>
<td>Family Circle Tennis Center, Daniel Island</td>
<td>2</td>
<td>63.00</td>
<td>756.00</td>
</tr>
<tr>
<td>18</td>
<td>1000005</td>
<td>Finance (BFRC), 116 Meeting St.</td>
<td>3</td>
<td>63.00</td>
<td>756.00</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>Fire Department Chair Lift, 46 1/2 Wentworth St.</td>
<td>9</td>
<td>9.00</td>
<td>108.00</td>
</tr>
<tr>
<td>20</td>
<td>1002090</td>
<td>Fire Department Station #9, 1451 King St.</td>
<td>2</td>
<td>67.50</td>
<td>756.00</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>Fire Station 11, 1835 Savannah Hwy.</td>
<td>2</td>
<td>67.50</td>
<td>756.00</td>
</tr>
<tr>
<td>22</td>
<td>1000817</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
<td>67.50</td>
<td>756.00</td>
</tr>
<tr>
<td>23</td>
<td>1000818</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
<td>67.50</td>
<td>756.00</td>
</tr>
<tr>
<td>24</td>
<td>1000819</td>
<td>Gaillard Garage, 32 Alexander St.</td>
<td>5</td>
<td>67.50</td>
<td>756.00</td>
</tr>
<tr>
<td>25</td>
<td>1002242</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
<td>153.00</td>
<td>1836.00</td>
</tr>
<tr>
<td>26</td>
<td>1002244</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
<td>153.00</td>
<td>1836.00</td>
</tr>
<tr>
<td>27</td>
<td>1002245</td>
<td>Gaillard Center &amp; MOB, 2 George St.</td>
<td>3</td>
<td>153.00</td>
<td>1836.00</td>
</tr>
<tr>
<td>28</td>
<td>1002286</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>7</td>
<td>153.00</td>
<td>1836.00</td>
</tr>
<tr>
<td>29</td>
<td>1002288</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>8</td>
<td>153.00</td>
<td>1836.00</td>
</tr>
<tr>
<td>30</td>
<td>1002294</td>
<td>Gaillard Center &amp; MOB, 95 Calhoun St.</td>
<td>5</td>
<td>153.00</td>
<td>1836.00</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien DEPT. Public Service
SUBJECT: HORIZONTAL SIDEWALK CUTTING
REQUEST: Approval to establish a contract for Horizontal Sidewalk Cutting with American Grinding Company, 1425 Coll Ave., NE, Ste. 200, Grand Rapids, MI 49505. Solicitation #20-P043R.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 27, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Public Service X
Procurement Director X

FUNDING: Was funding previously approved? Yes □ No □ N/A □

If yes, provide the following: Dept./Div.: 311000 Account #: 02970
Balance in Account □ Amount needed for this item $200,000.00

Does this document need to be recorded at the RMC’s Office? Yes □ No □

NEED: Identify any critical time constraint(s).

CFO’s Signature: □

FISCAL IMPACT: FY 2021 had $160,000 appropriated for sidewalk pavement management.

Mayor’s Signature: □

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
### Score-Sheet

**Horizontal Sidewalk Cutting**  
**Solicitation #: 20-P043R**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Scores of Scorers</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Grinding Co.</td>
<td>98 85 93</td>
<td>276</td>
</tr>
<tr>
<td>Precision Sidewalks</td>
<td>94 75 86</td>
<td>255</td>
</tr>
<tr>
<td>We Fix Sidewalks</td>
<td>62 55 44</td>
<td>161</td>
</tr>
</tbody>
</table>

---

**Buyer**

![Signature]

**Date**

3/11/2021

**Witness**

![Signature]

**Date**

3/11/21
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND AMERICAN GRINDING COMPANY FOR
HORIZONTAL SIDEWALK CUTTING

THIS AGREEMENT is entered into this _____ day of ______________, 20__, between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and American Grinding Company (hereinafter referred to as the “Contractor”).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Horizontal Sidewalk Cutting in accordance with Solicitation #20-P043R. All attachments and exhibits, including Exhibits A, B, C, and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P043R (the “Request for Proposal”)
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor’s Proposal & Cost Proposal

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor’s performance of such requested additional work.
4. The Contractor agrees to send any and all reports of work done or maintenance or service-calls performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $200,000.00 (Two Hundred Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.
§5.  SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6.  INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance
coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

*Gratuites.* It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

*Kickbacks.* It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

*For Convenience:* The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

*For Default:* If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.
§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:                      To:
  City of Charleston      American Grinding Company
  John J. Tecklenburg     Joel Van Veen
  Mayor                   President
  PO Box 304              1425 Coit Ave., NE, Ste. 200
  Charleston, SC  29402   Grand Rapids, MI  49505

With copies to:

  City of Charleston
  Legal Department
  50 Broad Street
  Charleston, SC  29401

  City of Charleston
  Procurement Division
  75 Calhoun Street, Suite 3500
  Charleston, SC  29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City’s Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its
obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City’s name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City’s employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor’s duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.
§21. **BACKGROUND CHECK**

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. **SC STATE AND LOCAL TAX**

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor’s failure to pay any tax of any type due in connection with this Agreement.

§23. **NONDISCRIMINATION**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

__________________________________________
John J. Tecklenburg
Mayor
Date: ________________________________

Name
Date: ________________________________

WITNESSES FOR VENDOR:

__________________________________________
Joel Van Veen
Owner
Date: ________________________________

Name
Date: ________________________________
## EXHIBIT A

The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
www.charleston-sc.gov

<table>
<thead>
<tr>
<th>Proposal Number: 20-P043R</th>
<th>Proposals will be received until: January 26, 2021 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title:</td>
<td>Horizontal Sidewalk Cutting</td>
</tr>
<tr>
<td>Mailing Date:</td>
<td>December 13, 2020</td>
</tr>
<tr>
<td>Direct Inquiries to:</td>
<td>Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td></td>
</tr>
<tr>
<td>FEIN/SS#:</td>
<td></td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Minority or Women Owned Business:</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>If so, please provide a copy of your certificate with your response.</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

### IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for **Horizontal Sidewalk Cutting**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson or Gary Cooper no later than 1:00pm on January 6, 2021.** Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Gary Cooper, cooperg@charleston-sc.gov.
INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror’s complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed “No Proposal” response form.

A “No Proposal” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor’s List.

All pages that require a Signature shall be included with the proposal. Failure to include these required pages may result in the proposal being deemed Non-Responsive.

2. Offerors must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing must be legible. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and
documentation shall be available in a clear, concise form and reproducible upon request
"at cost" for the City's internal use. The City reserves the right to reproduce proposals
for internal use in the evaluation process.

8. All Proposals shall provide a straightforward, concise description of Offeror's ability to
satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-
sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by
the City of Charleston in an Addendum to this Solicitation. The City of Charleston
reserves the right to reject, in whole or in part, any proposal which does not comply with
such terms and conditions. The City of Charleston reserves the right to retain all
proposals submitted and to use any ideas in a proposal regardless of whether that
proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the
conditions contained in this Solicitation, unless clearly and specifically noted in the
proposal submitted and confirmed in any resulting contract between the City of
Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described
herein and the City reserves the option to award portions of the project to multiple
Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by
more than one company shall be deemed to be a proposal for a joint venture between or
among the companies so submitting proposals unless the proposal clearly and
unequivocally describes that only one firm proposes to act as principal and the other
firm(s) contractual position is clearly defined. The companies submitting as a joint
venture shall be held jointly and severally responsible for the entire project and shall not
be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the
information requested by the City. If errors or exceptions are found in a proposal, or if
the proposal fails to conform to the requirements of the Solicitation, the City shall be the
sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish
services in accordance with the terms and conditions listed herein. The City further
reserves the right to make the final determination as to the Offeror's ability to provide
said services.

15. The Offeror is solely responsible for all costs and expenses associated with the
preparation of the proposal and of any supplementary presentation (including any oral
presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
A) **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS
Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror’s best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror’s responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City’s Procurement Director.
19. ADDENDA/CHANGES
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS
During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston’s best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT
A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
   The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. **NOTICE TO PROCEED**
   A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.

25. **OTHER CONTRACTS**
   The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. **MODIFICATION**
   The City’s Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. **INDEPENDENT CONTRACTOR**
   Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. **INSURANCE REQUIREMENTS**
   Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the “Contractor”), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor’s insurer(s) or insurer(s)’ agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract.
Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS
The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. **SUBCONTRACTORS**
   
   A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
   
   B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
   
   C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
   
   D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
   
   E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. **SUSPENSION OF WORK**
   
The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. **TERMINATION**
   
   A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.
   
   B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS
   A) If equipment, materials and supplies are to be a part of the service provided, all
      equipment, materials, and supplies incorporated in the work covered by the Proposal
      and provided by the Contractor(s) are to be new and of the most suitable grade for
      the purpose intended. Unless otherwise specifically provided in this Solicitation,
      reference to any equipment, material, supply or patented process, by trade name,
      make or catalog number, shall not be construed as limiting competition. When
      requested, the Contractor(s) shall furnish to the City for approval the name of the
      manufacturer, the model number, and other identifying data and information
      respecting the performance, capacity, nature and rating of the machinery and
      mechanical and other equipment which the Contractor(s) contemplates incorporating
      in the work. When required by this Contract or when called for by the City the
      Contractor(s) shall provide full information concerning the material or supplies
      which he contemplates incorporating in the work. Machinery, equipment, material
      and supplies installed or used without the required prior approval shall be at the risk
      of subsequent rejection.
   
   B) By signing its proposal, the successful Offeror(s) shall be deemed to have
      represented that its staff is knowledgeable about and experienced in performing the
      work required in this Solicitation and warrants that it shall use best skill and
      attention to provide the above described work in a professional, timely manner.
   
   C) The City may, in writing, require the Contractor(s) to remove from the work any
      employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS
   All applicable Federal, State and local laws, ordinances, and rules and regulations of any
   authorities shall be binding upon the Contractor(s) throughout the pendency of this
   Project. The Contractor(s) shall be responsible for compliance with any such law,
   ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the
   event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES
   A) The Contractor(s) shall, without additional expense to the City of Charleston, be
      responsible for obtaining all necessary licenses and permits required by the State of
      South Carolina, or the City of Charleston or any other authority having jurisdiction.
   
   B) Contractors and subcontractors are responsible at all times for obtaining applicable
      work permits and licenses of any kind.

38. DISPUTES
   Any bona fide dispute concerning the bid, proposal, request for qualifications or
   Agreement shall be resolved by the courts of the State of South Carolina. In the event any
   litigation is commenced with respect to any matter set forth in the aforementioned
   documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and
   all other reasonable direct costs associated with such litigation from the non-prevailing
   party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. **INCORPORATION BY REFERENCE**
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor’s Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. **PRIME CONTRACTOR RESPONSIBILITIES**
   The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. **OWNERSHIP OF MATERIAL**
   Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. **DRUG-FREE WORKPLACE**
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. **FUNDING**
   Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City’s
right to pursue and contract for alternate solutions and remedies as deemed necessary by
the City for the conduct of its affairs. The requirements stated in this paragraph shall
apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Offeror submits in response to or with regard to this Solicitation that
is confidential or protected from disclosure, Offeror must separately mark with the word
"CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so
designating Offeror contends the information is exempt from public disclosure pursuant
to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through
4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in
response to or with regard to this Solicitation, Offeror must separately mark with the
words "TRADE SECRET" on every page, or portion thereof, that Offeror contends
contains a trade secret as that term is defined by the South Carolina Trade Secrets Act,
S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous: use color, bold,
underlining, or some other method in order to conspicuously distinguish the mark from
the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as
confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is
improperly marked as confidential or trade secret or protected, the City may, in its sole
discretion, determine it non-responsive. If only portions of a page are subject to some
protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal
to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every
document regarding this Solicitation that was submitted at any time prior to entering into
a contract (including, but not limited to, documents contained in a response, documents
submitted to clarify a response, and documents submitted during negotiations), unless the
page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or
"PROTECTED," (2) agrees that any information not marked, as required by these
bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade
Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any
prices, commissions, discounts, or other financial figures used to determine the award, as
well as the final contract amount, may be subject to public disclosure. In determining
whether to release documents, the City shall detrimentally rely on Offeror's marking of
documents, as required by these bidding instructions, as being either "CONFIDENTIAL"
or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to
defend, indemnify and hold harmless the City of Charleston, its officers and employees,
from every claim, demand, loss, expense, cost, damage or injury, including attorney’s
fees, arising out of or resulting from the City witholding information that Offeror
marked as “CONFIDENTIAL” or “TRADE SECRET” or “PROTECTED.”

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they
pertain to this contract. Such books and records shall be maintained for a period of three
(3) years from the date of final payment under the contract. The City may conduct, or
have conducted, performance audits of the Contractor. The City may conduct, or have
conducted, audits of specific requirements of this proposal as determined necessary by
the City. Pertaining to all audits, the Contractor shall make available to the City access to
its computer files containing the history of contract performance and all other documents
related to the audit. Additionally, any software used by the Contractor shall be made
available for auditing purposes at no cost to the City.
47. **COST**
   Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. **UNSUCCESSFUL OFFERORS**
   Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. **PAYMENT FOR GOODS & SERVICES**
   Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. **DISCUSSION/NEGOTIATION:**
   By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
   The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. **DEFAULT**
   In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. **FORCE MAJURE**
   The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were
obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. **EXCEPTIONS AND DEVIATIONS**
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. **PROMPT PAYMENT DISCOUNT TERMS**
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. **AFFIRMATIVE ACTION**
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

65. **CONTRACT TERMS**
   The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
# NO PROPOSAL RESPONSE FORM

<table>
<thead>
<tr>
<th>Proposal Number: 20-P043R</th>
<th>Proposals will be received until: January 26, 2021 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title:</td>
<td>Horizontal Sidewalk Cutting</td>
</tr>
<tr>
<td>Mailing Date:</td>
<td>December 13, 2020</td>
</tr>
<tr>
<td>Direct Inquiries to:</td>
<td>Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Minority or Women Owned Business:</td>
<td></td>
</tr>
<tr>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>If so, please provide a copy of your certificate with your response.</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be sent in if not sending in a submission.

To submit a “No Proposal” response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your “No Proposal” response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: ____________________________________________________________

______________________________________________________________________

______________________________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email

Telephone Number/Toll Free Also (If Available)

Remittance Address

Fax Number

City, State, Zip

Date

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☐ No
If so, please provide a copy of your certificate with your response.
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the
duration of their contract with the City insurance against claims for injuries to persons or
damages to property, which may arise from or in connection with work performed by the
Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance
shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do
business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form
   (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form
   CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina
   and Employers Liability insurance (including applicable occupation disease provisions
   and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for
   bodily injury, property damage, and personal injury with a $2,000,000 general
   aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident
   for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South
   Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate
   limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy
covering the performance of the professional services specified in this agreement.
Evidence of such insurance shall be satisfactory in form and content to the owner,
the City. This coverage shall be maintained through the duration of this project
and for a minimum of 1 year after substantial completion of the project as
determined by the City.

The Contractor and any of its subcontractors will cause the professional liability
insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   □ Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   □ Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: ________________________________

Signature ______________________________________

Print Name _____________________________________

Witness _________________________________________

Date __________________________________________

Title __________________________________________
AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of ____________________________________________
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

○ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

○ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

○ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

○ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

○ 5. Attended any pre-solicitation meetings scheduled by the City.

○ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

○ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

○ 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

○ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

○ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

○ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:__________ Name of Authorized Officer (Print/Type): ______________________________________

Signature:__________________________________________

Title:______________________________________________
# AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts  
(Use as many sheets as necessary)

I, ____________________________, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>MinoritY Firm Fax Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td>Minority Firm Address</td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (WomeN)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td>Minority Firm Address</td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (WomeN)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td>Minority Firm Address</td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (WomeN)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>☐ (African American)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (Asian American)</td>
</tr>
<tr>
<td>Minority Firm Address</td>
<td>☐ (American Indian)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (WomeN)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Hispanic)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ (Other)</td>
</tr>
<tr>
<td>MinoritY Firm Address</td>
<td>☐ Follow up Verification</td>
</tr>
</tbody>
</table>

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ______________ Name of Authorized Officer (Print/Type): ____________________________________________

Sworn to before me this ___ day of ________________, 20__.  

Notary Public for the State of ____________________________  
My Commission Expires: ____________________________  

Print Name: ________________________________________  
Phone Number: ________________________________________  
Address: ____________________________________________

Signature: ____________________________________________  
Title: _______________________________________________  
Notary Seal: ____________________________
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _________________________________. I hereby certify that on the
(Name of Bidder)

__________________________, Total Project Amount $______________
(Project Name)
I will make a good faith effort to expend a minimum of ______% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total MBE Participation: ______% $______________

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);
   Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ___________ Name of Authorized Officer (Print/Type): ____________________________

Signature: ____________________________
Title: ____________________________

Sworn to before me this ____ day of ____________, 20___.
Notary Public for the State of ____________________________

My Commission Expires: ____________________________
Print Name: ____________________________
Phone Number: ____________________________
Address: ____________________________

Notary Seal:
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of ____________________________

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ____________________________

(Name of Project)

contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: __________

Name of Authorized Officer (Print/Type): ________________________________

Signature: __________________________________________

Title: ________________________________

Sworn to before me this ___ day of ______________, 20__

Notary Public for the State of ________________________________

My Commission Expires: ________________________________

Print Name: ________________________________

Phone Number: ________________________________

Address: ________________________________
References
Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>
GENERAL INFORMATION

The City of Charleston is soliciting priced proposals from interested firms to perform Horizontal Sidewalk Cutting.

PROCUREMENT PROCESS
The RFP (Request for Proposal) is not a bid. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS
Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on January 6, 2021. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

ORAL STATEMENTS
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT
If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City’s endorsement of the successful Offeror’s product or services.

PROPRIETARY INFORMATION
If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS
Respondents’ contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.
CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City’s agent or employee.

DISQUALIFICATION OF OFFERORS
Offerors may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT
The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

CONTRACT TERMS
The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

VENDOR’S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

PROPOSAL PREPARATION
All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror’s proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.
RECEIPT OF PROPOSALS
Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (January 26, 2021 and 12:00pm) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES
Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED
Each Vendor must submit one (1) unbound Original and four (4) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive) (Please have submittal on flash drive as 2 documents only: Proposal and Cost). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “Original” on the original proposal.

RESPONSE FORMAT AND ORGANIZATION
To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

COMPLETION OF RESPONSES
Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
PROPOSAL FORMAT
Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP. The Original shall be single sided and the copies can be bound in a single volume (double sided) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All proposal packages should be clearly marked “20-P043R Horizontal Sidewalk Cutting” and submitted in a sealed envelope.
b) Technical and Price proposals should be submitted together in one box/mailing container; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal. Please do not waste envelopes putting each copy of the proposal in a separate envelope.
c) Proposals must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals must be received in the City’s Procurement Office no later than 12:00pm on January 26, 2021. Late proposals will not be accepted for any reason.
e) No more than one proposal may be submitted by any Vendor.
f) The RFP proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the proposal.
h) Offerors should submit proposals in the following format:

1. Title Page: Should show the RFP’s subject; the Offeror’s name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. Table of Contents: Provide a Table of Contents to aid the evaluation of the proposal.

3. Transmittal Letter: Proposal should include a signed letter of transmittal briefly stating the Offeror’s understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of “why” the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. Detailed Proposal: The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Pumper Trucks to the City in conformity with the requirements of this RFP.

Offerors should address all the points outlined in the Criteria Factors.
PROPOSAL EVALUATION PROCESS
The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS
The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors
- Ability to provide services required
- Company's Qualifications/Qualified Staff
- Company History/Stability/Bonding Ability
- Past Experiences
- Quality/Clarity and Completeness of Proposal
- Cost

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.
Technical Specifications for Sidewalk Repair and Prequalification of Contractors

Contractor must provide detailed information and references on at least 3 trip hazard removal projects completed in the past 12 months listing for each project; customer contact information, total square feet of removed trip hazards, and number of person days to achieve total square feet removed, all of which demonstrates contractor’s ability to meet the City’s required specifications and timeline.

Contractor must show proof of qualifications (experience, tools and equipment) as to repair process, equipment, hazard measurement and recording, and reporting capability to verify that required repair specification can be consistently achieved.

Contractor must repair all sidewalk trip hazards from 1/4” to 2” in height in designated work areas using a minimum repair slope of 1:8.

Contractor’s resulting repair surface must not be rounded or concave, must have a uniform appearance and texture, and must consistently achieve specified slope on every repair.

Contractor’s hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other where applicable. Repairs must be completely flush to any abutting obstacle such as a retaining wall, and must leave a zero point of differential between adjacent slabs.

Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor’s equipment does cause damage to above, the City must be notified immediately and damages must be repaired at the contractor’s expense within 24 hours of the time the damage occurred.

Contractor may not use any type of “fill” material.

Contractor must make provisions to insure horses are not spooked when working in areas where horse drawn tours are operating.

Contractor must employ a dust containment system 100% of the time which minimizes dust and prevents dust run-off into storm drains.

Contractor may NOT use water to eliminate dust, as it causes “slurry” runoff.

Contractor must completely and immediately clean up and recycle all debris after each hazard is repaired.
Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on
the sidewalk or on private property while not in use.

Contractor must guarantee that the City’s specified 1:12 or 1:8 repair slope is achieved on every
repair. If defined slope is not achieved, contractor must repair to specification at no additional
charge within 72 hours of discovery.

Contractor must electronically submit a minimum of a weekly summary itemizing each trip
hazard repaired, which are to be reported in square feet and include at least the following:

a. The physical location (address, light pole #, etc.) of each repair
b. The itemized cost for each repaired hazard
c. The specific hazard height - both high side and low side measurement – in 8ths of an inch
d. The total width of actual repair in inches.
e. The total surface area of the “treated” or repaired portion of the slab shall also be reported
   in square feet. For reporting and payment purposes, the treated or repaired surface area
   will in all cases be the minimum square feet necessary to precisely meet all other
   conditions of the repair including required slope (see note1).
f. Savings generated vs. cost of replacing the slab to remove the hazard

Note 1: In all cases, the “treated” or actual surface area of the trip hazard repair IS NOT equal to
the total square feet of that slab.

Example 1: Using a 1:12 repair slope, a trip hazard that measures 1/2 inch across an entire 4
foot wide sidewalk would yield 2 “treated” square feet (surface area of the repair) on a 4x4
sidewalk panel whose total square feet is 16. (See Figure 1)

This is calculated as follows:

Using a 1:12 repair slope: average height is 0.5 inches (½ + ½ divided by 2) x width of 4 feet
yields 2 square feet of repaired surface area.

Note: This 2 square feet of treated surface area would need to be multiplied by .667 to compute
actual square feet of a repair when using a 1:8 repair slope since a repair with 1:8 slope has 50%
less “treated” surface area than a repair with 1:12 repair slope.

Example 2: Using a 1:12 repair slope, a .5 inch trip hazard that tapers to a zero point at 2 feet
width, would yield 0.5 square feet of treated repair calculated as follows:

Average height is .25 inches (½ + 0 divided by 2) x 2 ft. width = 0.50 square feet

In both examples, the actual “treated” surface area of the repair is the removed concrete and is
substantially less than the total square feet of the slab containing the hazard (16 square feet).
Unit Cost to Repair Slope per treated square foot

1:8 Sloped Repair  $____________________

1:12 Sloped Repair  $____________________

*Please list any other cost that may apply to this RFP.
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   _____ Yes _____ No

2. Did you sign the Certificate of Familiarity form?
   _____ Yes _____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   _____ Yes _____ No

4. Did you sign the applicable Affidavit?
   _____ Yes _____ No

5. Did you mark your “Original” Proposal and provide the required # of copies?
   _____ Yes _____ No

6. Did you complete and include all pricing sheets?
   _____ Yes _____ No

7. Did you include the required references?
   _____ Yes _____ No

8. Did you provide a copy of insurance and all other documentation requested?
   _____ Yes _____ No

9. Did you include and sign any addenda?
   _____ Yes _____ No

10. Did you double check to make sure you have included everything that is requested?
    _____ Yes _____ No

If you have any concerns, please do not wait until after opening to raise them. At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the RFP carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.
DATE: January 8, 2020
TO: All Bidders
FROM: Robin B. Robinson
RE: 20-P043R – Horizontal Sidewalk Cutting RFP

This addendum #1 Q&A to the solicitation is being made for the following reasons:

Q-1 Is there an estimated budget?
A-1 That information is not available.

Q-2 What is the anticipated start date of this contract?

Q-3 Page 31, Technical Specifications for Sidewalk Repair and Prequalification of Contractor – Contractor must employ a dust containment system 100% of the time which minimizes dust and prevents dust run-off into storm drains.

Please clarify that the intention of the specification is to have the dust captured by an integrated vacuum DURING the process of saw cutting the raised portion; in other words, an active/attached vacuum system capturing dust while the repair is being made (not after).

A-3 There should be an active or attached system that captures the dust while repairing the sidewalk.

Q-4 In the Proposal format section of the RFP, there are two references to pumper trucks:
a. Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.
b. The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Pumper Trucks to the City in conformity with the requirements of this RFP.

Please clarify that these references (and any others) to pumper trucks are accidental, left over text from a different RFP, and should be replaced with "horizontal sidewalk cutting".

A-4 You are accurate in your assessment. Please replace Pumper Trucks with Horizontal Sidewalk Cutting.

Q-5 Page 17 – Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

C. 4. Professional Liability Insurance

Professional liability insurance has never been required for this contract. Please clarify whether this type of insurance is required for this contract.

A-5 Professional Liability is not required for this contract.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

____________________________  ______________________________
Signature of Acknowledgement  Date

____________________________
Company Name
EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS’ COMPENSATION**: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
CITY OF CHARLESTON
PROPOSAL NO. 20-P043R
HORIZONTAL SIDEWALK CUTTING

AMERICAN GRINDING COMPANY
1425 COIT AVE NE, STE 200
GRAND RAPIDS, MI 49505
JOEL VAN VEEK
(888) 556-7344
JOEL@AMERICANGRINDINGCO.COM
WWW.AMERICANGRINDINGCO.COM

DATE: JANUARY 22, 2021
TABLE OF CONTENTS

Transmittal Letter

Front page of Solicitation

Certificate of Familiarity

City of Charleston M/WBE Compliance Provision Forms

Applicable Affidavit – Affidavit C

References

Vendor’s Checklist

Certificate of Insurance

Addendum

Attachment A – Technical Specifications

Attachment B – CONFIDENTIAL/TRADE SECRET Equipment Specifications

Pricing Sheet
TRANSMITTAL LETTER

American Grinding Company fully understands the work to be undertaken as outlined in the bid documents and are committed to perform the work meeting all quality, consistency, and timeline requirements. We specialize in sidewalk trip hazard removal and believe we are the best qualified contractor for this work as we have a history of consistently delivering work performance ahead of schedule no matter the project scope. We utilize the most sophisticated equipment to perform trip hazard removal services and can deploy multiple crews to scale up for any size project.

The contents in this proposal are a firm and irrevocable offer for ninety (90) calendar days.

Sincerely,

[Signature]

Joel Van Veen
President
The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312  F) 843-720-3872  
www.charleston-sc.gov

<table>
<thead>
<tr>
<th>Proposal Number: 20-P043R</th>
<th>Proposals will be received until: January 26, 2021 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title:</td>
<td>Horizontal Sidewalk Cutting</td>
</tr>
<tr>
<td>Mailing Date:</td>
<td>December 13, 2020</td>
</tr>
<tr>
<td>Direct Inquiries to:</td>
<td>Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>American Grinding Company, LLC FEIN/SS#: 45-5068772</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td>1425 Coit Ave NE, Ste #200</td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td>Grand Rapids, MI 49505</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>(888) 556-7344</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>(888) 556-7344</td>
</tr>
</tbody>
</table>
| Minority or Women Owned Business: | Are you a certified Minority or Women-Owned Business in the State of South Carolina?  
☐ Yes ☐ No |
| Authorised Signature:     |                                                           |
| Date:                     | January 22, 2021                                          |

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for Horizontal Sidewalk Cutting. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. DEADLINE FOR SUBMISSION OF OFFER: Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Robin B. Robinson or Gary Cooper no later than 1:00pm on January 6, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Gary Cooper, cooperg@charleston-sc.gov.
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

American Grinding Company, LLC
Company Name
As registered with the IRS

1425 Coit Ave NE, Ste #200
Correspondence Address

Grand Rapids, MI 49505
City, State, Zip

joel@americangrindingco.com
Email

Joel Van Veen
Authorized Signature

Printed Name

President
Title

(888) 556-7344
Telephone Number/Toll Free Also (If Available)

(888) 556-7344
Fax Number

January 22, 2021
Date

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes  ☒ No
If so, please provide a copy of your certificate with your response.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordan@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   □ Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

   OR

   ☑ Affidavit C - Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: American Grinding Company, LLC

Signature: ____________________________ Date: January 22, 2021

Joel Van Veen

Print Name: Paul Slotsema

Title: President

Witness: ____________________________
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of  American Grinding Company, LLC

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Proposal No. 20-P043R

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 01/22/21       Name of Authorized Officer (Print/Type): Joel Van Veen

Signature: [Signature]

Title: President

Sworn to before me this 26th day of January 2021
Notary Public for the State of Michigan
My Commission Expires: 1.21.2024
Print Name: Geiger
Phone Number: (616) 771-7610
Address: 1100 Michigan Ave NW
Grand Rapids, MI 49503

OLIVIA GEIGER
Notary Public · State of Michigan
County of Kent
My Commission Expires Jan 21, 2024
Acting in the County of Kent
References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin - Justin Norvell</td>
<td>4411 Meinardus Drive</td>
<td>(512) 974-7042</td>
<td><a href="mailto:justin.norvell@austintexas.gov">justin.norvell@austintexas.gov</a></td>
</tr>
<tr>
<td>City of Tampa - Keith Gorman</td>
<td>3802 E 26th Ave</td>
<td>(813) 622-1940</td>
<td><a href="mailto:keith.gorman@tampagov.net">keith.gorman@tampagov.net</a></td>
</tr>
<tr>
<td>City of Orlando - Howard Elkin</td>
<td>1010 Woods Ave</td>
<td>(407) 246-2370</td>
<td><a href="mailto:howard.elkin@cityoforlando.net">howard.elkin@cityoforlando.net</a></td>
</tr>
<tr>
<td>City of Lakeland - Warren Bryant</td>
<td>407 Fairway Ave</td>
<td>(863) 834-3300</td>
<td><a href="mailto:warren.bryant@lakelandgov.net">warren.bryant@lakelandgov.net</a></td>
</tr>
<tr>
<td>Orlando Parks Department - David Wagg</td>
<td>595 Primrose Dr</td>
<td>(407) 246-4320</td>
<td><a href="mailto:david.wagg@cityoforlando.net">david.wagg@cityoforlando.net</a></td>
</tr>
</tbody>
</table>
Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   X  Yes  No

2. Did you sign the Certificate of Familiarity form?
   X  Yes  No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   X  Yes  No

4. Did you sign the applicable Affidavit?
   X  Yes  No

5. Did you mark your “Original” Proposal and provide the required # of copies?
   X  Yes  No

6. Did you complete and include all pricing sheets?
   X  Yes  No

7. Did you include the required references?
   X  Yes  No

8. Did you provide a copy of insurance and all other documentation requested?
   X  Yes  No

9. Did you include and sign any addenda?
   X  Yes  No

10. Did you double check to make sure you have included everything that is requested?
    X  Yes  No

If you have any concerns, please do not wait until after opening to raise them. At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the RFP carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.
ADDENDUM #1 Q&A

DATE: January 8, 2020
TO: All Bidders
FROM: Robin B. Robinson
RE: 20-P043R – Horizontal Sidewalk Cutting RFP

This addendum #1 Q&A to the solicitation is being made for the following reasons:

Q-1 Is there an estimated budget?
A-1 That information is not available.

Q-2 What is the anticipated start date of this contract?

Q-3 Page 31, Technical Specifications for Sidewalk Repair and Prequalification of Contractor – Contractor must employ a dust containment system 100% of the time which minimizes dust and prevents dust run-off into storm drains.

Please clarify that the intention of the specification is to have the dust captured by an integrated vacuum DURING the process of saw cutting the raised portion; in other words, an active/attached vacuum system capturing dust while the repair is being made (not after).

A-3 There should be an active or attached system that captures the dust while repairing the sidewalk.

Q-4 In the Proposal format section of the RFP, there are two references to pumper trucks:
   a. Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.
   b. The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Pumper Trucks to the City in conformity with the requirements of this RFP.
Please clarify that these references (and any others) to pumper trucks are accidental, left over text from a different RFP, and should be replaced with "horizontal sidewalk cutting".

A-4 You are accurate in your assessment. Please replace Pumper Trucks with Horizontal Sidewalk Cutting.

Q-5 Page 17 – Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

C. 4. Professional Liability Insurance

Professional liability insurance has never been required for this contract. Please clarify whether this type of insurance is required for this contract.

A-5 Professional Liability is not required for this contract.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

[Signature of Acknowledgement] January 22, 2021
Signature of Acknowledgement

American Grinding Company, LLC
Company Name
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2021

PRODUCER
Coldbrook Insurance Group
45 Coldbrook Street NW
Grand Rapids MI 49503

INSURED
American Gridding Company, LLC
1425 Cold Ave NE
Suite #200
Grand Rapids MI 49505

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>SUBL. WYO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY - CLAIMS-MADE</td>
<td></td>
<td>60570096874</td>
<td>05/01/2020</td>
<td>05/01/2021</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (IN EXCESS OF $100,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMODITY AGG</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTHER</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td>60570096880</td>
<td>05/01/2020</td>
<td>05/01/2021</td>
<td>COMBINED SINGLE LIMIT (LIAB+PROPRIETOR'S)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMODITY AGG</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTHER</td>
</tr>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td></td>
<td>60570096857</td>
<td>05/01/2020</td>
<td>05/01/2021</td>
<td>EACH ACCIDENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
The City of Charleston
75 Calhoun Street , Suite 3500
Charleston SC 29401

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
AMERICAN GRINDING COMPANY
ATTACHMENT A

TECHNICAL SPECIFICATIONS FOR CITY OF CHARLESTON PROPOSAL NO. 20-P043R - HORIZONTAL SIDEWALK CUTTING
1. COMPANY INTRODUCTION

American Grinding Company (AGC) specializes in sidewalk trip hazard removal utilizing our state-of-the-art equipment. Since 2012, we have provided sidewalk trip hazard removal services for over 100 cities across the United States including Florida, Georgia, South Carolina, Texas, Indiana, and Michigan.

Using our equipment, all trip hazards removed meet the change of gradient and slip-resistance standards for pedestrian surfaces as required by the Americans with Disabilities Act (ADA) which increases access for mobility-impaired residents, and the Occupations Safety and Health Administration (OSHA).
2. WHY UTILIZE AGC FOR SIDEWALK TRIP HAZARD REMOVAL

- AGC has demonstrated experience in completing trip hazard removal work of any size. In 2020 alone, we removed over 200,000 linear feet of trip hazards from the sidewalks in Orlando, Florida.

- We provide a service package that includes but is not limited to grinding, cutting, removal and replacement, and surveying.

- Demonstrated ability to meet the trip hazard location documentation requirements (sub-meter accurate GPS coordinates and all other relevant information) for all locations where work is completed.

- Modern and well-maintained equipment is utilized at all times. All equipment is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product.

- AGC has a perfect safety record.

- Experienced staff members (min 2 on-site at all times) who understand the requirements for working in public places. By having a minimum of 2 crew members on-site, AGC ensures that pedestrian safety is of the utmost importance and has a clear line of sight in BOTH directions to cease operations if a pedestrian approaches the work-site. AGC’s crews fully understand the importance of treating the public in a civil manner and carry out their duties at all times with as little inconvenience and disturbance to others as possible. Should problems occur, they are immediately relayed to the Director of Operations and a resolution sorted out amicably. In each city we work in, the great majority of the public are enthused that we are proactively working to make sidewalks safe.

- Our unique vacuum system ensures that all waste is collected efficiently and removed from the worksite in a manner that has no detrimental environmental or safety consequences. Our equipment is also fitted with a heavy-duty dust extractor, which removes airborne dust during the trip hazard removal process.

- 100% of our concrete waste removed during the trip hazard removal process is recycled.

- Our process is completely water free.

- No subcontractors are used as a part of our process.

- Trip hazards are removed without damage or visible markings to adjacent sidewalk slabs and are removed to a zero-point differential between adjacent slabs. Trip hazards are removed without leaving ridges or grooves. Once a trip hazard is removed, the resulting surface is not rounded or concave, but is uniform in both appearance and texture.

- Consistency of quality for removed trip hazards is ensured by a combination of 100% auditing of each and every trip hazard removed as well as by accurate level measurements taken on-site utilizing state of the art digital levels and relating the pitch/inclination of the finished product with contract requirements.
3. **EQUIPMENT**

*** See Attachment B for information on CONFIDENTIAL equipment ***

Modern and well-maintained commercial grade equipment is utilized at all times. All equipment is owned by AGC and is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product. AGC has multiple pieces of equipment and crews. As a result, we can utilize additional equipment as necessary to ensure production goals are met.

In addition to the CONFIDENTIAL equipment listed in Attachment B, our equipment consists of:

1) Ford F250 Pickup Truck for transport of crew & trailer.

2) MTI Enclosed Trailer for transport of equipment.

3) DeWalt DCG413B Brushless Angle Grinder
   a. Diamond Tool SL30P Flush Cut Blade
   b. Diamond Tool DTS-ACE Flush Cut Hub

4) Diamond Products CV150C Mini HEPA Portable Vacuum

5) Honda EG5000CLAT1 Generator

6) iPad & Trimble GNSS R1 Receiver to collect data points with sub-meter accuracy

7) M-D 92346 Smart Tool Digital Inclinometer

8) Hammerhead HLLT10 Digital Level

9) Digital height measuring tool

10) Additional owned equipment includes:
   a. Safety items; vests, cones, and MOT signage as necessary
   b. Broom and bucket to clean up any excess concrete waste
   c. 20-gallon buckets to transport concrete waste to recycling facility
4. REFERENCES

- City of Austin -
  Justin Norvell – Infrastructure Management
  (512) 974-7042
  justin.norvell@austintexas.gov
  Total square feet – Approximately 3,000 (project measured in inch feet)
  Number of person days to complete – 40
  Summary: Project completed between May & June 2020. Project was the first year of a 5-year contract for sidewalk trip hazard removal via cutting.

- City of Orlando -
  Howard Elkin – Streets & Stormwater Division Manager
  (407) 246-2370
  howard.elkin@cityoforlando.net
  Total square feet – 100,000+ (project measured in linear feet)
  Number of person days to complete – Approximately 750. AGC uses multiple crews for this project as we can for any project to speed up timeline/meet deadlines.
  Summary: Ongoing multi-year project. We have been the sole trip hazard removal provider for the City of Orlando since 2014 and have completed over 600,000 square feet of trip hazard removal in that time.

- City of Tampa -
  Keith Gorman – Manager / Contract Management
  (813) 622-1940
  keith.gorman@tampagov.net
  Total square feet – Approximately 3,500 (project measured in linear feet)
  Number of person days to complete – 30
  Summary: Project completed in October & November 2020. Project is part of a multi-year contract with Tampa.

- City of Lakeland –
  Warren Bryant – Supervisor of Maintenance
  (863) 834-3300
  warren.bryant@lakelandgov.net
  Total square feet – Approximately 1,750 (project measured in linear feet)
  Number of person days to complete – 15
  Summary: Project completed in August 2020.

- Orlando Parks Department -
  David Wagg – Assistant Division Manager / Parks
  (407) 246-4320
  david.wagg@cityoforlando.net
  Total square feet – Approximately 1,000 (project measured in linear feet)
  Number of person days to complete – 9
  Summary: Project completed in March 2020.
• City of Myrtle Beach
  Eric Norris – Street Division Superintendent
  (843) 918-2000
enorris@cityofmyrtlebeach.com
Total square feet – Approximately 1,800 (project measured in linear feet)
Number of person days to complete – 6
Summary: Project completed in January 2020
AMERICAN GRINDING COMPANY
ATTACHMENT B

EQUIPMENT SPECIFICATIONS FOR CITY OF CHARLESTON PROPOSAL NO. 20-P043R - HORIZONTAL SIDEWALK CUTTING

*CONFIDENTIAL / TRADE SECRET*

The information contained in this document is EXEMPT FROM PUBLIC DISCLOSURE pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. Additionally, the information that follows contains trade secrets as defined by the South Carolina Trade Secrets Act, S.C. Code Ann. 39-8-10, et seq.
1. EQUIPMENT **CONFIDENTIAL / TRADE SECRET**

In addition to the equipment listed in Attachment A, our equipment consists of;

Goedeveen 2000 drivable trip hazard removal machine.

This propriety equipment is constructed by AGC and is powered by a 27hp diesel Yanmar engine. It is able to remove, on average, 350 linear feet of trip hazards per day and up to 100 independent trip hazard locations depending on the height of the trip hazards at each location.

The 8” head on our equipment uses 8 carbonite teeth to remove the majority of the trip hazard. By using a hydraulic flow of 15 gallons per minute at 3400 psi, our equipment can quickly remove trip hazards of any size. Additionally, this allows us to slope each location to meet the 1:12 change in gradient that is required by the ADA (or 1:8 as desired). The head can also be articulated in any direction to ensure that the trip hazard is completely removed.

Our equipment is self-contained with an integral debris/dust recovery system used to remove air-borne dust while removing sidewalk trip hazards. This recovery system consists of two vacuum tanks located at the rear of our machine. Our system is the most effective dust recovery system on the market and ensures that air-borne dust created as a part of the trip hazard removal process is collected. All of the collected concrete waste is then recycled by partnering with local concrete recycling facilities.

Once the bulk of the hazard is removed quickly and efficiently with the Goedeveen 2000, our crew hand finishes each grind with a flush-cut diamond hand saw using a dry cutting method, also with vacuum dust collection. This method ensures the hazard is smooth, straight, and has a zero-point differential and professional, finished appearance. It also ensures that no ridges or grooves are left on the repaired surface.
Unit Cost to Repair Slope per treated square foot

1:8 Sloped Repair  $ 30.95

1:12 Sloped Repair  $ 30.95

*Please list any other cost that may apply to this RFP.

Note: To clarify our pricing, refer to Example #1 of the Technical Specifications. This example outlines a location that results in 2 square foot of repaired surface area (average height of 0.5 inches (1/2 + 1/2 divided by 2) x width of 4 feet = 2 "treated" square feet).

At 1:12, the unit cost noted above would price the total repair at $61.90 ($30.95 x 2 sq/ft).

At 1:8, the example states that the 2 square feet of "treated" surface would need to be multiplied by .667 to compute actual square feet of repair. As such, the 2 "treated" square feet at 1:8 is equal to 1.334 sq/ft (2 x .667).

Our cost to repair this location at a 1:8 slope would be $41.29 ($30.95 x 1.334 sq/ft).
TO: John J. Tecklenburg, Mayor
FROM: Rodney Porter / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: 2021 PARD GRANT ACCEPTANCE-JOHNS ISLAND PLAYGROUND PHASE II
REQUEST: Approval for the 2021 Park and Recreation Development (PARD) Grant Acceptance to expand the playground equipment including new play structures, safety surfacing, and site work for installation. Requested funding of $35,850.74 with a 20% City Match of $7,170.15.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 27, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

CPR Committee Chair 
Corporate Counsel 
Capital Projects Director 
Grant Manager 

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following: Dept/Div Parks-Capital Projects Acct #
Balance in Account $7,170.15 Amount needed for this item $7,170.15

NEED: Identify any critical time constraint(s).

CFO’s Signature: 
FISCAL IMPACT: City Match $7,170.15 from 523000-52435 Maintenance, Playground Equipment.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
March 29, 2021

Mr. Rodney H Porter
City of Charleston
823 Meeting ST
Charleston, SC 29403

Dear Mr. Porter:

The Department of Parks, Recreation, and Tourism wishes to extend congratulations on the approval of the following project(s) under the Park and Recreation Development Fund:

2021097   Johns Island Park - New Playground - Phase II

Upon return of the signed agreement you may proceed with your project. Please reference the agreement document for dates when construction and bills are to be complete.

Enclosed you will find copies of the project agreement(s). Please review the document carefully, sign and return one copy to this office. Please feel free to call should you have any questions.

Sincerely

[Signature]
Alesha Cushman
Grants Coordinator
STATE OF SOUTH CAROLINA  
DEPARTMENT OF PARKS, RECREATION AND TOURISM  
PARK AND RECREATION DEVELOPMENT FUND  
PROJECT AGREEMENT  

PROJECT NUMBER: 2021097  
PROJECT NAME: Johns Island Park - New Playground - Phase II  
PROJECT SPONSOR: City of Charleston  
PERIOD COVERED BY THIS AGREEMENT: March 29, 2021 to March 29, 2041  

PROJECT SCOPE (Describe in detail in the project file, but is summarized as follows):  
In conjunction with phase 1 #2019060, purchase and install new playground equipment, to include safety surface and site work.  

BILLING PERIOD  
The project sponsor must submit billing for at least the amount indicated within the designated period(s):  

$35,850.74 By Mar 29, 2024  

PROJECT COST  

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State Share</td>
<td>$28,680.59</td>
<td></td>
</tr>
<tr>
<td>Local Share</td>
<td>$7,170.15</td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td>$35,850.74</td>
<td></td>
</tr>
</tbody>
</table>
The State of South Carolina, represented by the Department of Parks, Recreation, and Tourism, (hereinafter referred to as PRT), and The Project Sponsor, mutually agree to perform this agreement in accordance with the guidelines established by PRT, and with the terms, promises, maps, and assurances attached hereto and made part of this agreement.

The State of South Carolina promises to obligate the amount of money referred to herel. The Project sponsor promises to execute the project above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties involved:

1) The Project Sponsor agrees to operate the above described facilities in a nondiscriminatory manner with regards to race, color, creed, national origin, or handicap such that the general public is not prohibited except possibly during night hours when it might be deemed unsafe for use.

2) The Project Sponsor agrees to operate and maintain the above described facilities in a safe and useable manner for their intended purposes throughout the agreement period.

3) The Project Sponsor agrees to erect and maintain throughout the agreement period, a sign which credits the State and The Parks and Recreation Development Fund for assisting in the project.

4) In the event that any portion of this agreement applied to leased property, the Project Sponsor must provide PRT with an adequate lease to the subject property prior to the first billing request. And, if the lease is terminated for any reason prior to the expiration date of this agreement, the Project Sponsor agrees to relocate any improvements developed under this agreement to another site which would be open for public use. Any and all expenses for real estate, relocation and/or other expenses will be borne by the project sponsor.

The State of South Carolina
By__________________________________________________________
Department of Parks, Recreation and Tourism
Date: 29-Mar-2021

Project Sponsor
By _____________________________
Title: ___________________________
Date: ___________________________
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg
DEPT: Parks
SUBJECT: ARBOR DAY FOUNDATION
REQUEST: To accept The Arbor Day Foundation Grant in the amount of $22,125 For the 2021 West Rock Community Tree Recovery Planting

COMMITTEE OF COUNCIL: W&M
DATE: April 27, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel: Yes N/A Signature of Individual Contacted: [Signature]
Cap. Proj. Cmte. Chair: □ □
Director of Parks: X □
Grants Manager: X □

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: ___________ Account #: ___________
Balance in Account: ___________ Amount needed for this item: ___________

Does this document need to be recorded at the RMC's Office? Yes □ No X

NEED: Identify any critical time constraint(s).

---

CFO's Signature: ____________________________
FISCAL IMPACT: No City match required

---

Mayor's Signature: ____________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
2021 WestRock Community Tree Recovery Planting Award Agreement

DATE: April 9, 2021

AWARDEE: City of Charleston

AWARD AMOUNT: $22,125.00

PROJECT LOCATION: Martin Park/Eastside, Charleston, SC

EVENT DATE: April-May 2021

Community Tree Recovery and the Alliance for Community Trees, two programs of the Arbor Day Foundation (hereafter called ADF), and WestRock have jointly awarded a WestRock Tree planting award to City of Charleston (hereafter called Awardee). This Award Agreement delineates the terms and conditions of this award.

In order to receive your award, complete this Award Agreement. Please sign, scan, and email this Award Agreement back to ADF. Payment to Awardee is contingent on ADF receiving an original signed Agreement, a completed W-9, proof of insurance, and Awardee’s compliance with the terms of this Agreement. Your signature on this Agreement acknowledges your acceptance of all terms included in this Award.

TERMS
ADF and Awardee may modify the description, terms, and/or timeline of the project upon request of Awardee and at the discretion of ADF and WestRock. In addition, if WestRock decides to postpone or reschedule the timeline for the award, project and/or Event Date with ADF for any reason, ADF may similarly postpone or reschedule the timeline for such award, project and/or Event Date hereunder with Awardee without liability. ADF may, upon written notification, cancel this Award Agreement in the event the Awardee has failed to comply with the description, terms, and/or timeline of the project as described in this Award Agreement.

Awardee agrees to notify ADF of any organizational changes occurring during the term of this award, including, but not limited to, changes in key personnel, address or other contact information, and/or changes in tax classification under the U.S. Internal Revenue Code.

Awardee certifies that it owns the Project site or has legal authorization to utilize the site for the Project described in the Award application submitted by Awardee.

Awardee certifies that it maintains general liability insurance from an insurance company acceptable to ADF that is lawfully authorized to issue insurance in the jurisdiction where the Project site is located as will protect Awardee from claims that may arise out of or result from any business conducted by Awardee, any property that Awardee owns, other services that Awardee may provide or any other...
actions of Awardee necessary to complete the Project. This general liability insurance will include products and completed operations coverage, with limits of $1,000,000 per occurrence. Awardee shall also maintain workers compensation insurance with the statutory limits for the state in which the work is performed as well as employers' liability with policy limits of $500,000 each accident. Certificates of insurance together with copies of the endorsements shall be delivered to ADF prior to Awardee's commencement of the Project and from time to time upon request of ADF.

Awardee agrees to use ADF's template photo, video, intellectual property, and liability waiver and provide scanned copies post-event of all signed releases. Copy of waiver subject to change due to liability requirements designated by ADF.

Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

The undersigned declares that Awardee operates in accordance with ADF's nondiscrimination policy and does not discriminate against any person or group on the basis of age, political affiliation, race, national origin, ethnicity, disability, sexual orientation, or religious belief.

Significant changes to the funded Project generally will not be approved. If minor changes become necessary, they must be requested in advance and receive approval from ADF. Awardee will notify ADF immediately in the event that any of the following occur:

- The Awardee is unable to use any portion of the Award funds for the intended purposes
- The Awardee is unable to comply with any of the terms of this Agreement
- Any Award funds are used in a manner inconsistent with the terms of this Agreement

ADF reserves the right, in its sole discretion:

- To withhold any payments provided for under this Award, to recover from the Awardee any unexpended Award funds, and, if the terms of this Agreement are violated by Awardee, to require restitution by the Awardee of any previously expended Award funds
- To require the Awardee to take reasonable precautions to prevent any diversion of Award funds
- To withhold any applicable taxes from any Award payments

This Agreement shall bind and inure to the benefit of the parties and their successors, but otherwise shall not be assignable by any party or transferable by operation of law or otherwise.

FINANCIALS
ADF will disburse the Award funds in a single payment of $22,125.00 upon the return of an original signed Award Agreement, a completed W-9 form, and proof of insurance and receipt of City invoice.
for work, supplies and future maintenance plan. Funds paid to Awardee, shall be used exclusively for the WestRock Tree Planting Project.

This award is made for use until December 31st, 2021. Awardee shall maintain records of expenditures of Award funds and make books, records, and personnel available to ADF and its agents as appropriate. Awardee agrees to cooperate with ADF with regard to any such monitoring or evaluation.

Award funds and any interest earned thereon shall not be used:

A. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”));
B. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
C. To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
D. No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Award by Awardee shall cease if (i) any of the facts contained in Awardee's award proposal cease to be correct and accurate; or (ii) if Awardee fails to perform any of the requirements of this Agreement. In such event, Awardee shall immediately return any unexpended portion of the Award to ADF, and ADF shall have no obligation to disburse any additional amounts payable under the Award, regardless of any claimed adverse effect on the programs or operations of the Awardee.

EXECUTION
During the award period, the Awardee will achieve the following outcomes with regards to your WestRock Planting Project:

A. Develop and adhere to a project timeline, culminating in a planting on __April-May 2021______.
B. Provide regular updates for communication with ADF staff and partners as applicable
C. Plant and maintain a minimum of 30 trees.
D. Obtain all necessary permits and permissions for the Project, including securing and long-term space maintenance plans, insurance and legal land use zoning and permits.
E. Provide or ensure two years of maintenance and care for trees, to ensure healthy establishment, to be funded by the Award funds.
F. Promote the event using media in the local area in coordination with ADF and WestRock to recognize WestRock and other applicable partners.
G. Complete a Final Project Report including 5-6 high quality event photos no later than 10 business days post-event. The final report will be distributed via email prior to the completion of your event

During the award period, ADF will:
A. Distribute WestRock “Award Funds” to Awardee as outlined in financial section above.
B. Provide a Final Project Report in advance of the report due date, including i-tree analysis training requirements.
PROMOTION
All marketing drafts must be received by ADF at least 5 days before the event date to allow for adequate review, approval, and distribution timelines. ADF requires that Awardee include the name and logo of Community Tree Recovery, ADF and WestRock on all project-related promotional materials. All logos will be supplied to Awardee in a useable format. Awardee shall not assign or distribute the Community Tree Recovery, ADF, or WestRock logos for any reason other than promotion of this award project. Awardee agrees not to alter the Community Tree Recovery, ADF, or WestRock logos in any way including color, fonts, ratio dimensions, background, and/or layout.

Awardee hereby authorizes Arbor Day to include its trademarks in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Awardee which shall not be unreasonably withheld. ADF hereby authorizes Awardee to use ADF’s trademarks (the “Arbor Day Marks”) solely in connection with this Agreement, subject to prior review and approval. Except as otherwise expressly permitted hereby, neither party shall use the other party’s Marks without the prior express written consent of such party.

Public announcements of the Award may be made by the Awardee, ADF, or WestRock. Any related press release, media alert, website posting, or other public announcements about the Program or the Award must acknowledge that the Awardee is a “proud partner of the Arbor Day Foundation,” and that the Program is “made possible by partnership with the Arbor Day Foundation and WestRock.”

ADF and WestRock must review and approve any public announcements (flyers, original press releases, e-blasts, etc.) at least two weeks prior to distribution.

IN WITNESS WHEREOF, I, the undersigned, am authorized to enter into such an Agreement and hereto have caused this Agreement to be executed as of the day and year below within.

SIGNED, SEALED AND DELIVERED

The Arbor Day Foundation

______________________________   ____________________
Dan Lambe                   Date
President, Arbor Day Foundation

Agreement of Awardee:

______________________________   ____________________
John Tecklenburg             Date
Mayor, City of Charleston

4 | P a g e
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Keith Benjamin  DEPT. Traffic & Transportation
SUBJECT: TRAFFIC SIGNAL MAINTENANCE AGREEMENT
REQUEST: Approval of the annual traffic signal maintenance agreement with the South Carolina Department of Transportation for the initial term April 1, 2021 to March 31, 2022 which will renew for two additional terms that will run from April 1, 2022 through March 31, 2023 and April 1, 2023 through March 31, 2024, provided that terms and conditions of the agreement remain the same.

COMMITTEE OF COUNCIL: Ways & Means  DATE: April 27, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Traffic &amp; Transportation</td>
<td>Yes</td>
<td>N/A</td>
<td>Signature of Individual Contacted</td>
<td>X</td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes  No  N/A  X

If yes, provide the following:
Dept./Div.: __________________  Account #: ___________

Balance in Account ___________  Amount needed for this item ___________

Does this document need to be recorded at the RMC’s Office? Yes  No  X

NEED: Identify any critical time constraint(s). Return signed agreements to the Traffic and Transportation Department as soon as possible for final execution by the SCDOT.

CFO’s Signature: ______________________________

FISCAL IMPACT:

Mayor’s Signature: ____________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
AGREEMENT BETWEEN
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF CHARLESTON

This AGREEMENT is made and entered into this ___ day of ___________, ____, by and between the City of Charleston (hereinafter referred to as the “LOCAL AGENCY”) and the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) (collectively “the Parties”).

WITNESSETH THAT:

WHEREAS, SCDOT has responsibilities on roadways within urban areas for the maintenance, construction, and construction inspection of stop-and-go traffic signals, flashing beacons, and signal communications network; and

WHEREAS, SCDOT allows qualified local governments to maintain SCDOT-owned signals on these roadways within and adjacent to the local government’s limits; and

WHEREAS, the LOCAL AGENCY desires assistance from SCDOT with the maintenance costs for signals on SCDOT roadways, hereinafter more specifically identified in the LOCAL AGENCY located in Charleston County; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the LOCAL AGENCY is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out its functions of providing a safe highway system; and

WHEREAS, the LOCAL AGENCY and SCDOT have agreed to work together with the hereinafter described PROJECT;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and the LOCAL AGENCY do hereby agree as follows:

1. DESCRIPTION:

The activities which are the subject of this AGREEMENT consist of the maintenance, construction, construction inspection, operations, and engineering of stop-and-go traffic signals, flashing beacons, and the signal communications network associated with these devices at specified locations in the City of Charleston in Charleston County. Exhibit A, attached hereto and incorporated herein further defines these activities and devices. Exhibit E, attached hereto and incorporated herein identifies the locations covered by this
AGREEMENT. The activities as described above shall be referred to hereinafter as "the PROJECT."

II. PERIOD OF AGREEMENT:

The effective date of this AGREEMENT is the date of its execution, and the initial term covered by this AGREEMENT is 4/1/2021 through 3/31/2022. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, for two additional terms, 4/1/2022 through 3/31/2023, and 4/1/2023 through 3/31/2024, unless the LOCAL AGENCY receives notice that SCDOT elects to not renew the contract at least 120 days prior to the date of renewal. Should the LOCAL AGENCY choose not to extend this AGREEMENT, the LOCAL AGENCY shall notify SCDOT in writing not less than 120 days prior to the expiration of the current term.

III. LIST OF EXHIBITS

The following Exhibits are attached to this AGREEMENT and incorporated herein. Current copies of documents referenced in this AGREEMENT can be found on SCDOT's website.

EXHIBIT A – Traffic Signal Allocations and Detail
EXHIBIT B – Referenced Documents and Guidance
EXHIBIT C – Local Agency Signal Personnel, Local Agency Invoice Cover Sheet, SCDOT Mast Arm Inspection Form
EXHIBIT D – Funding Schedule and Engineering Reimbursement Schedule
EXHIBIT E – Locations Included in this AGREEMENT (updated annually)

IV. SCDOT WILL:

a) Provide the funding for the PROJECT as more specifically set out below under Section VII. FUNDING of this AGREEMENT.

b) Provide access to the current SCDOT signal inventory program for tracking inventory, maintenance, and preventative maintenance at signals owned by SCDOT. This is further defined in Section I. SCDOT SIGNAL INVENTORY PROGRAM of Exhibit A.

c) To the extent permitted by existing South Carolina law, hereby assume complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the part of SCDOT, or the part of any employee of SCDOT in performance of the work undertaken under this AGREEMENT.
V. LOCAL AGENCY WILL:

a) Be compensated pursuant to Section VII. FUNDING of this AGREEMENT for performing maintenance, construction, construction inspection, operations, and engineering (depending on capabilities) of the traffic signals, flashing beacons, and the signal communications network associated with these devices at the locations listed in Exhibit E to this AGREEMENT.

b) Maintain a signal office consisting of personnel, facilities, and vehicles appropriate to maintain all of the traffic signals, flashing beacons, and the signal communications network associated with these devices at the locations listed in Exhibit E to this AGREEMENT, in addition to any duties required by the LOCAL AGENCY.

1. The signal office shall have personnel with expertise in the following signal areas: construction, construction inspection, software programming, operations, troubleshooting and maintenance, communications installation and maintenance, basic signal timing and design, and the most current work zone traffic control procedures. All personnel responsible for signal repair shall be a minimum of International Municipal Signal Association (IMSA), Level 2 Traffic Signal certified.

2. Signal facilities shall ensure enough space and equipment is available to adequately configure and maintain signal cabinets, controllers, and other equipment as well as securely store all equipment procured or reimbursed with SCDOT funds. This is further defined in Section II. INVENTORY CONTROL of Exhibit A.

3. The signal office shall maintain, or have regular access to, vehicles appropriate for signal maintenance, to include work in traffic lanes and providing access to overhead span wires and signal heads.

c) To the extent permitted by existing South Carolina law, hereby assume complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the LOCAL AGENCY's part, or the part of any employee or agent of the LOCAL AGENCY in performance of the work undertaken under this AGREEMENT.

VI. LOCAL AGENCY MAINTENANCE DETAIL

a) Provide the LOCAL AGENCY's share of the costs for the PROJECT as more specifically set out under Section VII. FUNDING of this AGREEMENT.

b) This AGREEMENT specifies that the LOCAL AGENCY is SCDOT's authorized agent, responsible for performing maintenance (including emergency repairs) for the traffic signals, flashing beacons, and the signal communications network associated with these devices at locations covered by this AGREEMENT in such a manner as to provide a continuous safe, orderly, and efficient flow of traffic.
c) The LOCAL AGENCY shall comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), SCDOT Traffic Signal Design Guidelines, and SCDOT Engineering Directive Memorandum No. 2, concerning the design, maintenance, operations and installation of traffic signals, flashing beacons, and the signal communications network associated with these devices. These references are available on the SCDOT website and/or electronically as indicated in Exhibit B.

d) Maintain the SCDOT signal inventory program to ensure a current, accurate inventory of all equipment installed at the locations covered by this AGREEMENT, as well as equipment procured or reimbursed with SCDOT funds and stored in the LOCAL AGENCY’s warehouse/shop. Documentation in the program will also include maintenance activities and preventative maintenance inspections. The latest available signal plan will be stored in the signal inventory program and in the signal cabinet. For locations without available plans, a diagram that includes the equipment, street names, signal orientation, phases, timing and other pertinent details will be created and stored until signal plans can be acquired. Any LOCAL AGENCY receiving payment for engineering will also upload any related traffic studies, counts, etc. to the SCDOT signal inventory program. Inventory control is further defined in Section II. INVENTORY CONTROL of Exhibit A.

e) Respond to all calls for service as if they are emergency maintenance calls by arriving at the location as soon as possible.

f) Maintain vehicle detection at signals by repairing loops or using other detection as soon as possible after failure notification. Nonfunctioning detection should be identified at least annually as part of the preventive maintenance reviews and repaired as soon as possible.

g) Perform a detailed preventative maintenance inspection at least once annually for all locations and document issues in the SCDOT signal inventory program. Locations with mast arms must include the MAST ARM INSPECTION FORM, in Exhibit C, with the annual inspection and comply with SCDOT ED-33, Mast Arm Standards. This is further defined in Section III. MAINTENANCE of Exhibit A.

h) Replace damaged/malfunctioning red LED signal modules as soon as possible, within 24 hours, and replace yellow and green signal modules as soon as possible, within 72 hours, in accordance with the SCDOT Maintenance Manual Chapter 38.2.2.6. Replace all other damaged equipment and components as soon as practical while ensuring the safety of motorists.

i) Notify SCDOT when a signal rebuild may be required due to condition of equipment or changes in traffic control needs. Coordinate with SCDOT on signal rebuild priority and timing in order to determine if the signal will be rebuilt in the near future or if components should be upgraded in lieu of a complete rebuild or until one can be scheduled.
j) Be responsible for traffic control, as necessary, in accordance with the current edition of the MUTCD and SCDOT standards.

k) Maintain cost records for itself, its authorized agents, consultants, and contractors in such a manner as to comply with the policies set forth in the Federal Aid Policy Guide (Title 49 of the Code of Federal Regulations), 48 CFR 31 of the Federal Acquisition Regulations, 2 CFR 200, 23 CFR 172, and other directives as appropriate.

l) Procure all goods and services in accordance with the following requirements:

1. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:

   a. the South Carolina Consolidated Procurement Code (S.C. Code Sections 11-35-10, et seq.) and the regulations promulgated pursuant thereto; or

   b. LOCAL AGENCY’S own procurement procedures, provided they have been properly adopted and are subsequently in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50.

2. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which the LOCAL AGENCY deems it appropriate to advertise.

o) Grant to SCDOT the right to inspect all work and materials during regular business hours of the LOCAL AGENCY. The LOCAL AGENCY shall keep and preserve all books, documents, papers, accounting records, and other related information for a period of three years beyond the PERIOD OF AGREEMENT.

p) For traffic signals that are interconnected with active railroad warnings, maintain in accordance with the requirements outlined in Section XI. RAILROAD DETAIL of Exhibit A.

q) The LOCAL AGENCY must certify in writing that they complied with the items in this AGREEMENT by the end of the agreement term.

VII. FUNDING:

a) SCDOT's maximum annual funding for this PROJECT is $475,650.00 (base funding + engineering allowance + equipment upgrade allowance). This funding is derived from the inventory of signal locations listed in Exhibit E and the funding schedule in Exhibit D.
b) Except for the payments by SCDOT provided herein, the LOCAL AGENCY shall be responsible for all PROJECT costs.

c) The LOCAL AGENCY costs may be evaluated by SCDOT staff, including SCDOT auditors, to determine the reasonable costs. SCDOT will not pay more for services and equipment than what SCDOT or the State has on contract for the same type of services and equipment.

d) SCDOT’s base funding for the PROJECT is $414,150.00 for maintenance, operations, and construction inspection. The base funding is derived from the inventory of signal locations listed in Exhibit E and using the funding schedule in Exhibit D.

1. One half of the base funding ($207,075.00) is to be paid in a lump sum payment to compensate for general costs associated with maintaining the signal locations covered by this AGREEMENT.

   a. Payment by SCDOT to the LOCAL AGENCY will either be via four equal quarterly payments or a single annual payment at the end of the period stated in Section II. PERIOD OF AGREEMENT and contingent upon receipt of a valid invoice submitted by the LOCAL AGENCY to SCDOT.

   b. A valid invoice is considered an invoice from the LOCAL AGENCY, which identifies the locations and the agreed upon amount of funding for each location. The invoice must include verification that all annual preventative maintenance inspections have been completed and documented in the SCDOT signal inventory program as well as all equipment installed at the locations covered by this AGREEMENT or procured by SCDOT funds (this AGREEMENT) and stored at the LOCAL AGENCY signal shop/warehouse is accurately entered in the program. If quarterly payments are effected, annual preventative maintenance inspections must be current per the LOCAL AGENCY’s schedule (attach to invoice) that will accomplish all locations by the end of the agreement term.

   c. 25% of the lump sum amount, or the final quarterly payment, can be withheld if all annual preventative maintenance inspections have not been accomplished or equipment inventory in the SCDOT signal inventory program is not current and accurate at the end of the agreement term.

2. The remaining half of the base funding ($207,075.00) is available as a maintenance allowance for repair services, signal equipment, or training required to maintain the signal locations covered by this AGREEMENT. At least 25% of the maintenance allowance must be reserved for vehicle detection. The percentage can be reduced provided all locations have been inspected and all needed repairs have been completed. The LOCAL AGENCY may request SCDOT’s approval of a reduction in the percentage of the reimbursement funding set aside for vehicle detection only during the final quarter of the agreement term. This is further defined in Section VII. MAINTENANCE ALLOWANCE of Exhibit A.
e) SCDOT will compensate the LOCAL AGENCY for Traffic Engineering activities, up to $20,500.00, for signal locations covered by this AGREEMENT. These activities include signal plan preparation, timing studies, Synchro analyses, signal needs studies, safety reviews, traffic impact analyses, and project management. Payment will be computed per the Engineering Reimbursement schedule contained in Exhibit D. This is further defined in Section IX. ENGINEERING ALLOWANCE of Exhibit A.

f) SCDOT will reimburse the LOCAL AGENCY for equipment upgrades, up to $41,000.00, for signal locations covered by this AGREEMENT. This funding shall be used to upgrade aging equipment, prior to failure, with the intent of improving functionality and/or increasing the operable time until a full signal rebuild is required or can be scheduled. Equipment upgrades should be planned/scheduled in consideration of signal rebuilds scheduled by the District in order to maximize equipment operability at all locations covered by this AGREEMENT. This is further defined in Section X. EQUIPMENT UPGRADE ALLOWANCE of Exhibit A.

VIII. GENERAL:

a) Disputes: In any dispute concerning a question or fact in connection with the work of this AGREEMENT or compensation thereof, the decision of SCDOT's Deputy Secretary for Engineering in the matter shall be final and conclusive for both Parties.

b) Comply with Laws: The Parties hereto agree to conform to all State and Federal laws, rules, and regulations governing agreements or contracts relative to the conduct of the work covered by this AGREEMENT.

c) Modifications: The LOCAL AGENCY and SCDOT, or their authorized agents, shall agree to hold consultations as may be necessary with regard to the execution of supplements, modifications, or amendments to this AGREEMENT during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this AGREEMENT or that may arise from unforeseen events or conditions. Such supplements, modifications, or amendments shall be subject to the approval and proper execution of the Parties hereto. No modifications or amendments to this AGREEMENT shall be effective or binding upon either Party unless both Parties agree in writing to any such changes.

d) Reviews and Approvals: Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.

e) Site Inspections: SCDOT shall have the right to make onsite inspections during the term of the PROJECT.

f) Terminations: This AGREEMENT may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform, through no fault
of the terminating Party in accordance with the terms herein. In the event of termination for any reason each Party to this AGREEMENT is obligated on a *quantum meruit* basis.

g) **Drug-Free Workplace Certification:** By execution of this AGREEMENT, the LOCAL AGENCY certifies that it will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

h) **Illegal Immigration:** By signing this AGREEMENT, the LOCAL AGENCY certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to SCDOT, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the LOCAL AGENCY and its subcontractors or sub-subcontractors; or (b) that the LOCAL AGENCY or its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." The LOCAL AGENCY agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

i) This Agreement is made and entered into for the sole protection and benefit of SCDOT and the LOCAL AGENCY, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this AGREEMENT in any manner.

j) SCDOT and the LOCAL AGENCY each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer its interest in this AGREEMENT without the written consent of the other.

k) This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
SIGNAL MAINTENANCE AGREEMENT
April 1, 2021 to March 30, 2024
Agreement # TRA-5-21

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on their behalf.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CITY OF CHARLESTON

Witness

By: ___________________________
(Signature)

Title: ___________________________

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

Witness

By: Deputy Secretary for Finance & Administration or Designee

RECOMMENDED BY:

Deputy Secretary or Designee

REVIEWED BY:

Director of Traffic Engineering

9
CERTIFICATION OF THE CITY OF CHARLESTON
FOR TRAFFIC SIGNALS WORK

MAINTENANCE CAPABILITY

I hereby certify that the City of Charleston has the capability to maintain traffic signals as detailed in Exhibit A of this AGREEMENT. All personnel eligible to satisfy this requirement meet the training requirements and shall be listed in LOCAL AGENCY SIGNAL PERSONNEL of Exhibit C. If at any time after the execution of this AGREEMENT the City of Charleston does not have the capability to maintain traffic signals as required by this AGREEMENT, the City of Charleston will immediately notify SCDOT in writing.

Date
City of Charleston

CONSTRUCTION INSPECTION CAPABILITY

I hereby certify that the City of Charleston has the capability to inspect traffic signal construction as detailed in Exhibit A of this AGREEMENT. All personnel eligible to satisfy this requirement meet the training requirements and shall be listed in LOCAL AGENCY SIGNAL PERSONNEL of Exhibit C. If at any time after the execution of this AGREEMENT the City of Charleston does not have the capability to inspect traffic signal construction inspection as required by this AGREEMENT, the City of Charleston will immediately notify SCDOT in writing.

Date
City of Charleston
OPERATIONS AND COMMUNICATIONS CAPABILITY

I hereby certify that the City of Charleston has the capability to operate signal systems as detailed in Exhibit A of this AGREEMENT. All personnel eligible to satisfy this requirement meet the training requirements and shall be listed in LOCAL AGENCY SIGNAL PERSONNEL of Exhibit C. If at any time after the execution of this AGREEMENT the City of Charleston does not have the capability to operate signal systems as required by this AGREEMENT, the City of Charleston will immediately notify SCDOT in writing.

_________________________  ___________________________
Date                                      City of Charleston

ENGINEERING CAPABILITY

I hereby certify that the City of Charleston has the capability to design traffic signals as detailed in Exhibit A of this AGREEMENT. All personnel eligible to satisfy this requirement meet the training requirements and shall be listed in LOCAL AGENCY SIGNAL PERSONNEL of Exhibit C. If at any time after the execution of this AGREEMENT the City of Charleston does not have the capability to design traffic signals as required by this AGREEMENT, the City of Charleston will immediately notify SCDOT in writing.

Mark the ONE that applies:

_______ We have a registered professional engineer (PE) on staff with experience in signal studies, warrants, and designing timing and phasing plans and signal plan drawings and have included the resume of the PE with this AGREEMENT.

_______ We have a contract with a registered professional engineer as an on-call consultant with experience in signal studies, warrants, and designing timing and phasing plans and signal plan drawings to perform the engineering of the signals we are maintaining and have included the contract with this AGREEMENT.

_________________________  ___________________________
Date                                      City of Charleston
EXHIBIT A

TRAFFIC SIGNAL ALLOCATIONS AND DETAIL

I. SCDOT SIGNAL INVENTORY PROGRAM
II. INVENTORY CONTROL
III. MAINTENANCE
IV. CONSTRUCTION INSPECTION
V. CONSTRUCTION
VI. OPERATIONS AND COMMUNICATIONS
VII. MAINTENANCE ALLOWANCE
VIII. EXTRAORDINARY MAINTENANCE
IX. ENGINEERING ALLOWANCE
X. EQUIPMENT UPGRADE ALLOWANCE
XI. RAILROAD DETAIL
TRAFFIC SIGNAL ALLOCATIONS AND DETAIL

I. SCDOT SIGNAL INVENTORY PROGRAM

SCDOT currently maintains a software maintenance agreement with DesignIT for their signal inventory program, TEAMS (Traffic Engineering Asset Management Software). The LOCAL AGENCY will have access to SCDOT locations maintained by the LOCAL AGENCY. LOCAL AGENCY user accounts will be created and managed by SCDOT. All references to the “SCDOT signal inventory program” in this AGREEMENT are understood to indicate the TEAMS program.

Documentation will be maintained for all equipment, maintenance activity and preventative maintenance inspections in the SCDOT signal inventory program. If the LOCAL AGENCY maintains a separate system for detailed tracking of maintenance activity then this information will be made available to SCDOT; at a minimum all equipment and annual preventative maintenance inspections will be maintained in the SCDOT signal inventory program with reference to detailed documentation in the LOCAL AGENCY’s system.

II. INVENTORY CONTROL

The LOCAL AGENCY is responsible for maintaining an electronic inventory in the SCDOT signal inventory program of all signal equipment purchased or reimbursed with SCDOT funds and/or used at locations covered by this AGREEMENT, including equipment in operation and spare equipment stored in their signal shop/warehouse in accordance with SCDOT Traffic Guideline35 Section 7 Signal Shop Inventory Control. Equipment and stocked supplies must be kept at levels that are reasonable based on historical, or expected, usage.

Inventory items shall be identified within the following categories; these categories will be controlled, or adjusted, within the SCDOT signal inventory program:

a. Accountable equipment – High value equipment such as signal cabinets, controllers, video detection cameras, and battery backup systems. These items will be maintained in the SCDOT signal inventory program by serial number and tracked throughout its entire life cycle regardless of location/disposition.

b. Non-Accountable (Stockpile) equipment – Equipment of lesser value such as conflict monitors, signal heads/modules, pedestrian heads/modules, and support poles. These items will be maintained in the SCDOT signal inventory program by quantity only.

c. Expendable items – Low value equipment such as signal cable, signal wire, nuts and bolts, non-s speciality brackets, etc. Storage and inventory of these items is not required within the SCDOT signal inventory program but should be monitored to ensure quantities are adequate for regular maintenance.

The LOCAL AGENCY will verify physical signal shop/warehouse inventory with the inventory maintained in the SCDOT signal inventory program at least quarterly. All discrepancies shall be
noted and the cause identified and annotated within the program. Corrections shall be made to inventory storage or security and record keeping procedures to address any discrepancies found.

Inventory shall be controlled and secured to insures maintenance of accurate inventory records and controlled physical movement and distribution of accountable and non-accountable items. Expendable items shall be stored in a controlled area with monitored access. Accountable and Non-Accountable equipment shall be stored in such a way as to provide optimum security and controlled access by designated employees only. All inventory items shall be maintained neatly and like items shall be stored in a manner to facilitate ease of tracking. All inventory item transfers shall be accurately tracked using the SCDOT signal inventory program to maintain the equipment history throughout its lifecycle from initial purchase through final disposal.

III. MAINTENANCE

Compensation for maintenance activities is part of the base funding which is based on the number and type of signals covered by this AGREEMENT. This work includes performing emergency maintenance (trouble calls), replacing LEDs, maintaining the signal cabinet, signal heads, pedestrian heads and buttons, and verifying that the wiring is in good operating shape. Maintenance includes ensuring all vehicle detection is operational at all times.

Maintenance also includes performing preventative maintenance inspections on an annual basis, providing this information to SCDOT, along with a list of any rebuild needs. The inspection will check for signal head alignment, LED condition, broken/missing visors, vehicle detection and PED button operation, and other related issues using the inspection checklist from the SCDOT signal inventory program or an equal, or more inclusive, alternative. In addition, identify potential problems with signal poles, cables, span wires, cabinets, anchor systems, grounding systems, and other structural components. Cabinet preventative maintenance actions must include, at a minimum: vacuuming of all surfaces, addressing pests and vegetative growth, changing air filters, and conflict monitor testing in accordance with SCDOT testing procedures located on the SCDOT Signal SharePoint website.

When performing work at SCDOT locations, at least one on-site field technician shall have Traffic Signal Certification by the International Municipal Signal Association (IMSA), Level II or higher, when working in the traffic control cabinets.

IV. CONSTRUCTION INSPECTION

The work included in this section includes inspection of: new signals, existing signal rebuilds and revisions, and encroachment permit signals. Encroachment permits must be obtained by the LOCAL AGENCY for signal work. Perform construction inspection for all aspects of the signal installation, including keeping records of work performed, quantities of materials used, outstanding punch lists, and contractors used and a full copy is to be provided to SCDOT upon completion of the PROJECT. Inspections must ensure construction complies with all SCDOT specifications, SCDOT Traffic Signal Design Guidelines, SCDOT Standard Drawings and the MUTCD. Compensation for construction inspection is part of the base funding.
V. CONSTRUCTION

The construction work includes: new signals, existing signal rebuilds and revisions, and encroachment permit signals. Encroachment permits must be obtained by the LOCAL AGENCY for signal construction work. The encroachment permit should include SCDOT’s approval for signal installation, approval of the signal plan, and the LOCAL AGENCY’s cost estimate for the work. All construction work shall be performed in accordance with SCDOT specifications, SCDOT Traffic Signal Design Guidelines, SCDOT Standard Drawings and the MUTCD. The cost for the construction work is not covered under this AGREEMENT.

VI. OPERATIONS AND COMMUNICATIONS

Operations consist of monitoring signals and communications in systems. Operations also include fine tuning signal systems in the field by adjusting offsets and splits (as provided by the engineer), using count data and Synchro (current version 9), or other retiming software, as a tool to aid in this endeavor. The LOCAL AGENCY must have experience in monitoring signal systems and implementing timings both remotely and in the field and a working knowledge of Synchro or other retiming software. If the expert in traffic operations is an on-call consultant, a copy of the contract between the LOCAL AGENCY and consultant must be submitted with the signed AGREEMENT. The LOCAL AGENCY will not adjust splits below the minimum values in the SCDOT Synchro template, nor change yellow/red times, nor add phases or re-arrange phase sequencing without approval of either a LOCAL AGENCY or SCDOT professional engineer (PE). Compensation for signal operations is part of the base funding.

SCDOT has started designing, building, and operating co-location servers for the purposes of providing signal communications access to both the LOCAL AGENCY and SCDOT without compromising the security of either agency’s network security. These servers exist outside both the SCDOT and LOCAL AGENCY networks and are maintained by SCDOT. Once a co-location server is operational, SCDOT reserves the right to move all SCDOT signals maintained by the LOCAL AGENCY, to include the central management software, to the co-location server. The LOCAL AGENCY will continue to maintain and operate the signals and SCDOT will have view capability to verify the status of signals and signal systems as needed.

VII. MAINTENANCE ALLOWANCE

A maximum of one half of the base funding is available for the LOCAL AGENCY to use toward reimbursement for equipment, labor, and training necessary for the maintenance of the signal locations covered by this AGREEMENT. Reimbursements are made by SCDOT upon the receipt of a valid invoice with proof of payment.

The equipment which may be purchased with this amount is that which is currently on SCDOT state contracts, qualified product listing (QPL), or meeting SCDOT specifications. All other items must be approved by the SCDOT Director of Traffic Engineering, or designated representative. Purchases may be made from the vendor by the LOCAL AGENCY and then invoiced to SCDOT.
for reimbursement, or, when able, SCDOT can purchase the item(s) directly from the vendor for the LOCAL AGENCY, using this funding source.

At least 25% of the reimbursement allowance shall be set aside for installing/repairing vehicle detection loops or video detection. The LOCAL AGENCY will prioritize maintaining operational vehicle detection where installed at all times. For locations utilizing loops, consider adding video detection as a temporary solution to loop repair where imminent construction is expected rather than delaying loop repair at the location. If damage is caused by a resurfacing project or utility company, and reimbursement or replacement can be obtained from the “at fault” entity, the LOCAL AGENCY will bear the cost of repairs and pursue that reimbursement. If the LOCAL AGENCY does not repair vehicle detection in a timely manner, SCDOT may use these funds to make the repairs and deduct the amount from the LOCAL AGENCY’s compensation.

All items must be installed, and services performed, in accordance with and meet SCDOT’s specifications or must be approved by SCDOT. The LOCAL AGENCY may perform this work or hire a contractor and SCDOT will reimburse up to the state on-call contract rate.

Reimbursements for signal-related training will compensate for the registration fee of the training itself, but not for travel, lodging, or per diem.

The LOCAL AGENCY must submit an invoice with supporting receipts and documents before reimbursement will be paid. If multiple purchases or vendor invoices are included in a single LOCAL AGENCY invoice, the invoice must include a summary sheet identifying each invoice date, vendor, item description, and dollar amount. For accountable equipment (cabinets, controllers, video detection, and equipment over $2500.00), invoices will include the location of intended installation. If replenishing shop/warehouse items that are necessary to have readily on hand, the LOCAL AGENCY may submit justification to SCDOT with the invoice for approval. The LOCAL AGENCY shall track these large dollar value equipment items with serial numbers in the SCDOT signal inventory program regardless of location (warehouse or intersection). All invoices must be for equipment/services purchased within the agreement term, include proof of payment, and must be received by SCDOT by April 30.

VIII. EXTRAORDINARY MAINTENANCE

Extraordinary maintenance is defined as repairs needed beyond ordinary maintenance. Lightning strikes or equipment malfunctions are not considered extraordinary maintenance. Some examples of extraordinary maintenance would be hurricane damage or a signal knockdown from a falling tree, vehicle collision, or over-height vehicle. If reimbursement can be obtained from the “at fault” entity, the LOCAL AGENCY should bear the cost of repairs and pursue that reimbursement. If that avenue is not available, the LOCAL AGENCY should contact the District signal superintendent and they should jointly determine how to address needed repairs. Any available maintenance allowance funds should be utilized prior to requesting funds from the District signal shop budget. When emergency repairs are needed beyond typical maintenance, public safety is the number one goal, and quick decisions are needed to ensure motorist safety. With that said, should coordination with the District not be an option, the local government should proceed with
making the signalized intersection safe for motorists and SCDOT will work later with the LOCAL AGENCY to determine the best method of reimbursement.

IX. ENGINEERING ALLOWANCE

In order to be paid for engineering and design work, the LOCAL AGENCY must have a PE either on staff or as an on-call consultant. The PE must have experience with signal studies, warrants, and designing timing and phasing plans and signal plan drawings. The PE should show capability of performing the signal-related work via a resume submitted to become part of the AGREEMENT. If the PE is an on-call consultant, a copy of the contract between the LOCAL AGENCY and consultant must be submitted to become part of the AGREEMENT.

The LOCAL AGENCY shall perform the following as needed or requested by SCDOT:

- Signal plan preparation
- Signal timing studies, including phasing, clearance timings, pedestrian treatments, cycle length, offsets, splits
- Synchro analysis
- Signal needs studies
- Safety reviews at signals
- Traffic impact analysis review
- Project management

The engineering allowance is computed based on the number of signals covered by this AGREEMENT using the schedule in Exhibit D. Payment from this allowance will be based on an approved invoice from the LOCAL AGENCY to SCDOT for the services listed in the Engineering Reimbursement Schedule in Exhibit D. The invoice must contain a summary sheet identifying each payment item, for clarity, and supporting documentation to validate the engineering activity performed for a location covered by this AGREEMENT. Engineering work conducted by any agency as part of a project funded by other means does not qualify for this allowance (i.e. services will not be covered by both a construction project and this AGREEMENT).

X. EQUIPMENT UPGRADE ALLOWANCE

SCDOT will reimburse the LOCAL AGENCY to upgrade aging equipment, prior to failure, with the intent of improving functionality and/or increasing the operable time until a full signal rebuild is required. The maximum available allowance is computed using the schedule in Exhibit D for the maintained signals listed in Exhibit E. Invoices for reimbursement shall include justification for the upgrade, location of intended installation, vendor invoice(s), and proof of payment. Equipment upgrades should be executed at locations in need of new equipment but not scheduled for rebuild by the District in the near future. The LOCAL AGENCY should plan equipment replacements based on the following “lifecycle” guide: 15 years for signal controller/cabling, 7.5 years for signal head replacements (modules may need more frequent replacement), and 30 years for signal supports (poles).

Signal rebuilds will be funded out of District signal shop budgets with scheduling at the discretion of the District Signal Superintendent or District Traffic Engineer. The LOCAL AGENCY should
establish a priority list of signals requiring rebuilds using the time guide above. This list shall be provided to the SCDOT Director of Traffic Engineering (or designated representative), District Traffic Engineer, and the District Signal Superintendent for scheduling purposes.

X1. RAILROAD DETAIL

Where a signal is in close proximity to a railroad, the signal must be maintained in accordance with SCDOT’s approved signal plan and no revisions may be made to the timings, phasing, or signing without written approval by SCDOT. This plan must be maintained in the signal cabinet and must be filed within the SCDOT signal inventory program. During annual preventive maintenance, the railroad operation shall be reviewed to ensure compliance with the signal plan and documented in the SCDOT signal inventory program. The LOCAL AGENCY must report any observed problems with the traffic signal or railroad warning device operation to SCDOT and the appropriate railroad company. The LOCAL AGENCY shall cooperate with SCDOT’s 5-year statewide inspection cycle for railroad-preempted signals.
EXHIBIT B

REFERENCED DOCUMENTS AND GUIDANCE
REFERENCES

Manual on Uniform Traffic Control Devices (MUTCD):
https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm

The following are on the SCDOT Traffic Engineering Publications webpage
http://www.scdot.org/doing/publications_Traffic.aspx or http://www.scdot.org/doing/trafficSignals.aspx:
- SCDOT Traffic Signal Design Guidelines
- SCDOT Traffic Signal Specifications
- SCDOT Traffic Signal Supplemental Technical Specifications
- SCDOT Supplement to the MUTCD
- SCDOT Qualified Products List for Traffic Signal Equipment and Materials
- SCDOT Railroad Inspection Procedure Manual
- SCDOT Standard Drawings
- TG 35 Business Rules for District Traffic Signal Shop Operation

SCDOT Engineering Directives: http://info2.scdot.org/ED/Pages/engineering_directives.aspx:
- ED 2: Fiscal and Maintenance Responsibilities for Traffic Signal Installations on the State Highway System
- ED 19: Adoption of MUTCD, 2009
- ED 33: SCDOT Mast Arm Standards
- ED 78: Buiness Rules for District Signal Shop Operations


SCDOT Traffic Engineering Signal SharePoint: http://sp.scdot.org/TE/Signals

SC Business Opportunities (SCBO): https://www.procurement.sc.gov/general/scbo


48 CFR 31 of Federal Acquisition Regulation:
https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf

2 CFR 200:


- Title 8, Chapter 14: Unauthorized Aliens and Public Employment
- Title 11, Chapter 35: Consolidated Procurement Code
- Title 44, Chapter 107: Drug-Free Workplace Act
EXHIBIT C

LOCAL AGENCY SIGNAL PERSONNEL

LOCAL AGENCY INVOICE COVER SHEET

SCDOT MAST ARM INSPECTION FORM
LOCAL AGENCY SIGNAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Agency</th>
<th>Approximate % of time performing signal duties</th>
<th>Maintenance</th>
<th>Inspection</th>
<th>Operations &amp; Communications</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LOCAL AGENCY INVOICE COVER SHEET

Traffic Signal Maintenance Agreement

Invoice for Reimbursement

Maintenance Period: 2021-2022

Local Agency: __________________________
Invoice #: ____________________________
Invoice Date: __________________________

<table>
<thead>
<tr>
<th>Primary contract for payment:</th>
<th>If requesting payment from a second contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number: TRA - - - -</td>
<td>Contract Number: TRA - - - -</td>
</tr>
<tr>
<td>Lump Sum: ___________________</td>
<td>Lump Sum: ___________________</td>
</tr>
<tr>
<td>Maintenance Allowance: _______</td>
<td>Maintenance Allowance: _______</td>
</tr>
<tr>
<td>Vehicle Detection: _________</td>
<td>Vehicle Detection: _________</td>
</tr>
<tr>
<td>Equipment / training / service: _______</td>
<td>Equipment / training / service: _______</td>
</tr>
<tr>
<td>Engineering: _______</td>
<td>Engineering: _______</td>
</tr>
<tr>
<td>Equipment Upgrades: _______</td>
<td>Equipment Upgrades: _______</td>
</tr>
<tr>
<td>Contract TRA - - - Total: _______</td>
<td>Contract TRA - - - Total: _______</td>
</tr>
</tbody>
</table>

Extraordinary maintenance or other non-allowance amount: __________________________

Total Amount to be paid: __________________________

For Local Agency - Checklist for submitting requests for payment:

Lump Sums:
- Electronic inventory is current and accurate
  - For Quarterly Payment:
    - Annual Inspections are complete according to annual schedule (schedule and report attached)
  - For Final / Annual Payment:
    - Annual Inspections are complete for all locations (report attached)

Engineering Allowance:
- Summary sheet of payment items

Reimbursements:
- Items procured according to SCDOT requirements:
  - On Contract
  - Bids received
  - Fair market value
- Summary sheet [for multiple invoices and identifying locations for accountable equipment]
- Backup invoices
- Proof of payment

23
## SCDOT MAST ARM INSPECTION FORM

**Mast Arm Inspection form**

<table>
<thead>
<tr>
<th>County:</th>
<th>Mast Arm Maintaining Agency:</th>
<th>Mast Arm Location:</th>
<th>Inspectors Name:</th>
<th>Inspection Date:</th>
<th>Route 1:</th>
<th>Name:</th>
<th>Route 2:</th>
<th>Name:</th>
</tr>
</thead>
</table>

### Mast Arm 1

- **Quadrant / location:**
- **Single- or Dual-arm:**
- **Signal heads (x, type, each):**
- **Signs (x, type, size, color):**

**Document condition of the following (post, mast, masts, exposed wires, etc.):**
- **Arm / boom:**
- **Pole / mast:**
- **Hand hole cover:**
- **Skirt / base / foundation:**
- **Junction box:**

**Other comments:**

### Mast Arm 2

- **Quadrant / location:**
- **Single- or Dual-arm:**
- **Signal heads (x, type, each):**
- **Signs (x, type, size, color):**

**Document condition of the following (post, mast, masts, exposed wires, etc.):**
- **Arm / boom:**
- **Pole / mast:**
- **Hand hole cover:**
- **Skirt / base / foundation:**
- **Junction box:**

**Other comments:**

### Mast Arm 3

- **Quadrant / location:**
- **Single- or Dual-arm:**
- **Signal heads (x, type, each):**
- **Signs (x, type, size, color):**

**Document condition of the following (post, mast, masts, exposed wires, etc.):**
- **Arm / boom:**
- **Pole / mast:**
- **Hand hole cover:**
- **Skirt / base / foundation:**
- **Junction box:**

**Other comments:**

### Mast Arm 4

- **Quadrant / location:**
- **Single- or Dual-arm:**
- **Signal heads (x, type, each):**
- **Signs (x, type, size, color):**

**Document condition of the following (post, mast, masts, exposed wires, etc.):**
- **Arm / boom:**
- **Pole / mast:**
- **Hand hole cover:**
- **Skirt / base / foundation:**
- **Junction box:**

**Other comments:**

---

***Submit form, with pictures depicting any indicated damage, to the corresponding SCDOT District Signal Shop.***

**NOTE:** Submission of form indicates local government is compliant w/ED 13. Repairs are the responsibility of the local government. SCDOT is not responsible for maintenance and repair of mast arms.
EXHIBIT D

FUNDING SCHEDULE

ENGINEERING REIMBURSEMENT SCHEDULE
# FUNDING SCHEDULE

<table>
<thead>
<tr>
<th>Base Funding (per location with the following installed)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Flasher - Intersection or Sign Beacon</td>
<td>$100</td>
</tr>
<tr>
<td>Flasher - School</td>
<td>$125</td>
</tr>
<tr>
<td>Stop &amp; Go Signal</td>
<td>$900</td>
</tr>
<tr>
<td>Signal in a connected system (in addition to basic signal above)</td>
<td>$525</td>
</tr>
<tr>
<td>Electrical power for flasher (when paid by LOCAL AGENCY)</td>
<td>$225</td>
</tr>
<tr>
<td>Electrical power for signal (when paid by LOCAL AGENCY)</td>
<td>$575</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lump Sum</th>
<th>1/2 Base Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Allowance</td>
<td>1/2 Base Funding</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engineering Allowance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Allowance</td>
<td>$100 per Stop &amp; Go Signal ($10,000 minimum)</td>
</tr>
<tr>
<td>Equipment Upgrade Allowance</td>
<td>$200 per Stop &amp; Go Signal ($20,000 minimum)</td>
</tr>
</tbody>
</table>

# ENGINEERING REIMBURSEMENT SCHEDULE

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signal Retiming – Field Adjustment</td>
<td>$250</td>
</tr>
<tr>
<td>Signal Retiming – Synchro Analysis</td>
<td>$500</td>
</tr>
<tr>
<td>Update Existing Signal Plan</td>
<td>$500</td>
</tr>
<tr>
<td>Left-turn Phase Study</td>
<td>$1000</td>
</tr>
<tr>
<td>Level 1 Signal Needs Study</td>
<td>$1500</td>
</tr>
<tr>
<td>Create Complete Signal Plan</td>
<td>$2000</td>
</tr>
</tbody>
</table>
EXHIBIT E

LOCATIONS INCLUDED IN THIS AGREEMENT
### SCDOT 2021-2022 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route1</th>
<th>Route2</th>
<th>Comment</th>
<th>School Flashers</th>
<th>Signals</th>
<th>System</th>
<th>Electric</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>US52 MP: 0.002</td>
<td>S-101S MP: 1.63</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>002</td>
<td>S-101S MP: 1.509</td>
<td>S-1038</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>003</td>
<td>Meeting St MP: 1.529</td>
<td>Broad St MP: 1.408</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>004</td>
<td>Broad St MP: 1.309</td>
<td>King St MP: 1.458</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>005</td>
<td>S-101S MP: 1.11</td>
<td>Logan St MP: 0.129</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>006</td>
<td>S-104 MP: 1.36</td>
<td>S-872 MP: 0.35</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>007</td>
<td>S-107 MP: 1.317</td>
<td>Meeting St MP: 1.317</td>
<td>Cabinet behind Regions bank.</td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>008</td>
<td>US52 MP: 0.226</td>
<td>Bay St E MP: 0.226</td>
<td>No Inspection completed due to demolition of building.</td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>009</td>
<td>US52 MP: 0.296</td>
<td>Market St</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>010</td>
<td>S-107 MP: 1.219</td>
<td>S-864 MP: 0.1</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>011</td>
<td>S-104 MP: 1.164</td>
<td>S-864</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>012</td>
<td>S-553 MP: 0.031</td>
<td>S-395 MP: 0.572</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>014</td>
<td>Meeting St MP: 1.1</td>
<td>Hasell St MP: 0.1</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>015</td>
<td>US52 MP: 0.5</td>
<td>Hasell St</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>016</td>
<td>Meeting St MP: 1.04</td>
<td>Wentworth St MP: 0.95</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>017</td>
<td>S-104 MP: 1.023</td>
<td>S-556 MP: 0.821</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>018</td>
<td>S-106 MP: 1.121</td>
<td>Wentworth St MP: 0.731</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>019</td>
<td>S-553 MP: 0.11</td>
<td>S-556 MP: 0.601</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>020</td>
<td>St. Philip St</td>
<td>George St MP: 0.49</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>021</td>
<td>King St MP: 0.89</td>
<td>George St MP: 0.4</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>022</td>
<td>Meeting St MP: 0.879</td>
<td>George St MP: 0.26</td>
<td>Intersection under SCDOT Pedestrian Improvements Project.</td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>023</td>
<td>US52 MP: 0.72</td>
<td>S-863</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>024</td>
<td>US52 MP: 0.862</td>
<td>S-404 MP: 1.529</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>025</td>
<td>S-107 MP: 0.749</td>
<td>S-404 MP: 1.21</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>026</td>
<td>S-104 MP: 0.76</td>
<td>S-404 MP: 1.078</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>027</td>
<td>Calhoun St MP: 0.988</td>
<td>St. Phillip St</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>028</td>
<td>S-553 MP: 0.381</td>
<td>S-404 MP: 0.88</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>029</td>
<td>S-553 MP: 0.516</td>
<td>Coming St MP: 0.516</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>030</td>
<td>S-104 MP: 0.57</td>
<td>John St</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>031</td>
<td>Meeting St MP: 0.559</td>
<td>John St MP: 0.134</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>032</td>
<td>S-107 MP: 0.452</td>
<td>Meeting St MP: 0.452</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>033</td>
<td>S-553 MP: 0.648</td>
<td>Rodcliffe St MP: 0.183</td>
<td></td>
<td>0 0 1 0 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$1,475.00</td>
</tr>
<tr>
<td>034</td>
<td>Coming St MP: 0.751</td>
<td>Morris St MP: 0.52</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>035</td>
<td>S-106 MP: 0.549</td>
<td>S-564 MP: 0.446</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>036</td>
<td>S-104 MP: 0.361</td>
<td>Mary St MP: 0.318</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>037</td>
<td>Meeting St MP: 0.38</td>
<td>Mary St MP: 0.193</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>038</td>
<td>S-107 MP: 0.223</td>
<td>S-2127 MP: 0.137</td>
<td>Intersection under SCDOT Pedestrian Improvements Project.</td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>039</td>
<td>S-104 MP: 0.255</td>
<td>S-1037 MP: 0.736</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>040</td>
<td>S-106 MP: 0.4</td>
<td>S-1037 MP: 0.661</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>041</td>
<td>S-553 MP: 0.86</td>
<td>S-1037 MP: 0.577</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>042</td>
<td>S-553 MP: 0.94</td>
<td>S-3 MP: 0.31</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>043</td>
<td>S-106 MP: 0.34</td>
<td>S-3 MP: 0.227</td>
<td></td>
<td>0 0 1 1 1 1</td>
<td></td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>
# SCDOT 2021-2022 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route1</th>
<th>Route2</th>
<th>Comment</th>
<th>School Flashters</th>
<th>Signs</th>
<th>Signals</th>
<th>Pedestrians</th>
<th>TotalCost</th>
</tr>
</thead>
<tbody>
<tr>
<td>044</td>
<td>King St MP: 0.176</td>
<td>Spring St MP: 0.151</td>
<td>Intersection under construction via Spring St/Cannon St Project</td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>045</td>
<td>S-101 MP: 0.107</td>
<td>S-887 MP: 0.53</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>046</td>
<td>S-107 MP: 0.081</td>
<td>S-887 MP: 0.381</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>047</td>
<td>S-107</td>
<td>S-1042 MP: 0.76</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>048</td>
<td>S-104 MP: 0.001</td>
<td>S-1042 MP: 0.61</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>049</td>
<td>S-101 MP: 0.087</td>
<td>Meeting St MP:</td>
<td>Meeting Street @ I-26</td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>050</td>
<td>Coming St MP: 1.219</td>
<td>Septima Clark Pkwy MP: 30.928</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>051</td>
<td>Coming St MP: 1.124</td>
<td>Line St MP: 0.318</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>052</td>
<td>S-1015 MP: 0.889</td>
<td>S-46 MP: 3.18</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>053</td>
<td>S-1015 MP: 0.787</td>
<td>S-103 MP: 0.243</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>054</td>
<td>S-46 MP: 2.967</td>
<td>S-393 MP: 0.31</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>055</td>
<td>S-103 MP: 0.42</td>
<td>S-393 MP: 0.227</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>056</td>
<td>S-46 MP: 2.89</td>
<td>Wentworth St MP: 0.32</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>057</td>
<td>S-103 MP: 0.494</td>
<td>S-556 MP: 0.227</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>058</td>
<td>S-46 MP: 2.599</td>
<td>S-404 MP: 0.59</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>059</td>
<td>Calhoun St MP: 0.509</td>
<td>Ashley Cir</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>060</td>
<td>S-404 MP: 0.391</td>
<td>S-569 MP: 0.56</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>061</td>
<td>Calhoun St MP: 0.17</td>
<td>Courtenay St</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>062</td>
<td>S-404 MP: 0.056</td>
<td>1194 MP: 0.073</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>063</td>
<td>S-550 MP: 0.153</td>
<td>S-554 MP: 0.118</td>
<td>Traffic signal modification Project. Location not inspected.</td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>064</td>
<td>S-103 MP: 1.114</td>
<td>Bee St MP: 0.53</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>065</td>
<td>S-670 MP: 0.874</td>
<td>Bee St MP: 0.362</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>066</td>
<td>US17 MP: 29.915</td>
<td>S-551</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>067</td>
<td>Rutledge Ave MP: 2.109</td>
<td>Cannon St MP: 0.33</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>068</td>
<td>Cannon St MP: 0.239</td>
<td>Ashley Cir</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>069</td>
<td>Cannon St MP: 0.077</td>
<td>President St MP: 0.791</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>070</td>
<td>S-350 MP: 0.36</td>
<td>S-1037</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>071</td>
<td>Rutledge Ave MP: 2.038</td>
<td>Spring St MP: 0.559</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>072</td>
<td>Spring St MP: 0.64</td>
<td>Ashley Cir</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>073</td>
<td>Spring St MP: 0.813</td>
<td>President St MP: 0.716</td>
<td>Also controls Septima Clark Pkwy &amp; Spring</td>
<td>1 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,100.00</td>
</tr>
<tr>
<td>074</td>
<td>SC30 MP: 2.05</td>
<td>US17 MP: 29.906</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>075</td>
<td>Septima Clark Pkwy MP: 30.402</td>
<td>President St MP: 0.54</td>
<td></td>
<td>1 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,100.00</td>
</tr>
<tr>
<td>076</td>
<td>Septima Clark Pkwy MP: 30.585</td>
<td>Ashley Cir</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>077</td>
<td>Septima Clark Pkwy MP: 30.682</td>
<td>Rutledge Ave MP: 1.806</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>078</td>
<td>S-104</td>
<td>Sunter St MP: 0.553</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>079</td>
<td>Meeting St MP: 0.488</td>
<td>Huger St MP: 0.954</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>080</td>
<td>S-104 MP: 21.48</td>
<td>S-99 MP: 0.674</td>
<td>Intersection under SCDOT Pedestrian Improvements Project.</td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>081</td>
<td>Rutledge Ave MP: 1.398</td>
<td>Huger St MP: 0.465</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>082</td>
<td>S-103 MP: 1.931</td>
<td>S-99 MP: 0.354</td>
<td></td>
<td>0 0 1 1 1</td>
<td>1</td>
<td></td>
<td></td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>
# SCDOT 2021-2022 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route1</th>
<th>Route2</th>
<th>Comment</th>
<th>Pedestrian</th>
<th>Signals</th>
<th>System</th>
<th>Electric</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>083</td>
<td>S-46 MP: 1.179</td>
<td>S-90 MP: 0.083</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>084</td>
<td>S-46 MP: 1.053</td>
<td>Grove St MP: 0.309</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>085</td>
<td>US78 MP: 21.013</td>
<td>S-126</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>086</td>
<td>US52 MP: 0.862</td>
<td>S-126 MP: 0.238</td>
<td>Intersection under SCDOT Pedestrian Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>087</td>
<td>US52 MP: 1.081</td>
<td>S-114 MP: 0.15</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>088</td>
<td>US52 MP: 1.262</td>
<td>Morrison Dr MP: 2.98</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>089</td>
<td>King St</td>
<td>Mt. Pleasant St</td>
<td>RR tracks appear to be abandoned</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>090</td>
<td>Rutledge Ave MP: 0.399</td>
<td>Mt. Pleasant St</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>091</td>
<td>S-46 MP: 0.197</td>
<td>Rutledge Ave MP: 0.2</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>092</td>
<td>S-104 MP: 20.56</td>
<td>S-46</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>094</td>
<td>US52 MP: 1.492</td>
<td>S-887 MP: 0.001</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>095</td>
<td>US52 MP: 1.696</td>
<td>S-125</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>096</td>
<td>S-404 MP: 1.377</td>
<td>Elizabeth St</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>097</td>
<td>Savannah Hwy MP: 28.819</td>
<td>Wesley Dr MP: 9.241</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>098</td>
<td>SC61 MP: 11.901</td>
<td>SC71 MP: 9.328</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>099</td>
<td>Savannah Hwy MP: 28.51</td>
<td>Stocker Dr</td>
<td>Intersection not inspected due to damaged traffic cabinet that was found. Traffic cabinet will be replaced by German Technical Group</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>100</td>
<td>SC61 MP: 11.446</td>
<td>S-193 MP: 0.43</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>101</td>
<td>SC700 MP: 20.22</td>
<td>S-612</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>102</td>
<td>SC71 MP: 9.069</td>
<td>S-399 MP: 0.42</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>103</td>
<td>SC71 MP: 8.92</td>
<td>S-931</td>
<td>Location chosen for Federal Rebuild 2019</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>104</td>
<td>SC71 MP: 8.095</td>
<td>SC700 MP: 18.985</td>
<td>Should show as maintained by Charleston for 2011-2012 agreement</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>105</td>
<td>SC700 MP: 18.82</td>
<td>Maybank Hwy MP: 18.87</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>106</td>
<td>SC71 MP: 7.871</td>
<td>Crosscreek Dr</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>107</td>
<td>Folly Rd MP: 7.492</td>
<td>Harbor View Rd MP: 3.77</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>108</td>
<td>Folly Rd MP: 7.213</td>
<td>Central Park Rd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>109</td>
<td>Savannah Hwy MP: 28.041</td>
<td>Magnolia Rd MP: 1.301</td>
<td>Also controls Savannah Hwy &amp; Avondale Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>110</td>
<td>US17 MP: 27.876</td>
<td>Coburg Rd</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>111</td>
<td>US17 MP: 27.449</td>
<td>Farmfield Rd</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>112</td>
<td>US17 MP: 27.181</td>
<td>S-307</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>
### SCDOT 2021-2022 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route1</th>
<th>Route2</th>
<th>Comment</th>
<th>School</th>
<th>Flashes</th>
<th>Signals</th>
<th>System</th>
<th>Electric</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>113</td>
<td>US 17 MP 26.793</td>
<td>Markfield Dr</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>114</td>
<td>Savannah Hwy MP 26.474</td>
<td>White Oak Dr</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>115</td>
<td>Savannah Hwy MP 25.96</td>
<td>Wappoo Rd MP 1.14</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>116</td>
<td>US 17 MP 25.697</td>
<td>S-1199</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>117</td>
<td>Savannah Hwy MP 25.548</td>
<td>Orleans Rd</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>118</td>
<td>Savannah Hwy MP 25.39</td>
<td>Skylark Dr</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>119</td>
<td>US 17 MP 25.289</td>
<td>I-526 MP 10.024</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>120</td>
<td>Sam Rittenburg Blvd</td>
<td>Orleans Rd MP 0.375</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>121</td>
<td>SC 7 MP: 0.27</td>
<td>S-2422 MP 0.2</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>122</td>
<td>SC 7 MP: 0.113</td>
<td>I-526 MP 10.127</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>123</td>
<td>Savannah Hwy MP 25.199</td>
<td>Sam Rittenburg Blvd</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>124</td>
<td>Savannah Hwy MP 24.58</td>
<td>Savage Rd</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>125</td>
<td>Savannah Hwy MP 24.039</td>
<td>Dobbin Rd MP 0.101</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>126</td>
<td>SC 61 MP: 10.717</td>
<td>S-51 MP 0.451</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>127</td>
<td>SC 61 MP: 10.302</td>
<td>SC 71 MP 10.931</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>128</td>
<td>SC 71 MP: 11.24</td>
<td>S-50 MP 0.169</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>129</td>
<td>Ashley River Rd MP 10 102</td>
<td>Carriage Ln</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>130</td>
<td>Ashley River Rd MP 9.837</td>
<td>Playground Rd MP 0.999</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>131</td>
<td>Ashley River Rd MP 9.587</td>
<td>Ashley Hall Rd MP 1.63</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>132</td>
<td>Ashley River Rd MP 9.038</td>
<td>Wappoo Rd MP 0.199</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>133</td>
<td>Ashley River Rd MP 8.886</td>
<td>Sam Rittenburg Blvd</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>134</td>
<td>Ashley River Rd MP 0.001</td>
<td>Savage Rd MP 0.08</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>135</td>
<td>Ashley River Rd MP 8.219</td>
<td>Wallenburg Blvd</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>136</td>
<td>Ashley River Rd MP 7.977</td>
<td>Tobias Gadsden Blvd MP 1.599</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>137</td>
<td>Paul Cantrell Blvd MP 3.35</td>
<td>Tobias Gadsden Blvd MP 1.274</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>138</td>
<td>SC 61 MP 7.624</td>
<td>S-1171</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Custom Id</td>
<td>Route 1</td>
<td>Route 2</td>
<td>Comment</td>
<td>School</td>
<td>Flashers</td>
<td>Signals</td>
<td>System</td>
<td>Electric</td>
<td>Total Cost</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------</td>
<td>----------------------</td>
<td>--------------------------</td>
<td>--------</td>
<td>----------</td>
<td>---------</td>
<td>--------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>139</td>
<td>Savage Rd MP: 1.44</td>
<td>Orleans Rd MP: 1.179</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>140</td>
<td>Ashley River Rd MP: 7.123</td>
<td>Magwood Dr</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>141</td>
<td>Ashley River Rd MP: 6.772</td>
<td>Dogwood Rd MP: 0.654</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>142</td>
<td>Ashley River Rd MP: 8.086</td>
<td>Parsonage Rd MP: 1.091</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>143</td>
<td>SC7 MP: 3.73</td>
<td>Sam Rittenburg Blvd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>144</td>
<td>Sam Rittenburg Blvd</td>
<td>Orange Grove Rd MP: 1.249</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>145</td>
<td>Sam Rittenburg Blvd</td>
<td>Old Towne Rd MP: 12.525</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>146</td>
<td>SC171 MP: 12.129</td>
<td>Folly Rd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>147</td>
<td>SC171 MP: 12.023</td>
<td>Folly Rd</td>
<td>Charlestowne Landing</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>148</td>
<td>SC7 MP: 2.534</td>
<td>Sam Rittenburg Blvd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>149</td>
<td>Sam Rittenburg Blvd</td>
<td>Ashley Hall Rd MP: 1.011</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>150</td>
<td>Ashley Hall Rd MP: 0.745</td>
<td>Orange Grove Rd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>151</td>
<td>S-551 MP: 0.239</td>
<td>S-550 MP: 0.28</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>152</td>
<td>S-45 MP: 2.425</td>
<td>Vanderhorst St MP: 0.475</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>153</td>
<td>S-106 MP: 0.665</td>
<td>Radcliffe St MP: 0.039</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>154</td>
<td>S-1194 MP: 0.222</td>
<td>Lockwood Dr MP: 0.222</td>
<td>City Marina</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>155</td>
<td>SC61 MP: 12.588</td>
<td>Ashley River Rd</td>
<td></td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>156</td>
<td>SC171 MP: 7.089</td>
<td>SC30</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>157</td>
<td>SC171 MP: 6.879</td>
<td>Oak Point Dr</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>158</td>
<td>Folly Rd MP: 6.172</td>
<td>Eugene Gibbs St</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>159</td>
<td>SC700 MP: 18.171</td>
<td>S-386 MP: 0.119</td>
<td>Woodland Shores</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>160</td>
<td>Maybank Hwy MP: 17.472</td>
<td>Riverland Dr MP: 0.769</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>161</td>
<td>Maybank Hwy MP: 14.797</td>
<td>River Rd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>162</td>
<td>Maybank Hwy MP: 11.782</td>
<td>Bohicket Rd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>163</td>
<td>Savannah Hwy MP: 24.993</td>
<td>Arlington Dr</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>164</td>
<td>S-6 MP: 0.008</td>
<td>S-81 MP: 0.003</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>165</td>
<td>I-526 MP: 11.382</td>
<td>SC61 MP: 7.55</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>166</td>
<td>SC61 MP: 2.489</td>
<td>S-1863 MP: 0.771</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>167</td>
<td>SC61</td>
<td>Glenn McConnell Pkwy MP: 0.898</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>168</td>
<td>Ashley River Rd MP: 5.035</td>
<td>Bees Ferry Rd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>169</td>
<td>Glenn McConnell Pkwy MP: 0.007</td>
<td>Bees Ferry Rd MP: 1.767</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>170</td>
<td>S-106 MP: 0.805</td>
<td>St. Phillip St</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>171</td>
<td>US52 MP: 1.109</td>
<td>Bay St: E MP: 1.109</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>172</td>
<td>S-404 MP: 0.7</td>
<td>Calhoun St MP: 0.7</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>173</td>
<td>Sam Rittenburg Blvd</td>
<td>Dupont Rd MP: 1.173</td>
<td>Intersection under SCDOT I-526 Intersection Improvements Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>174</td>
<td>S-227 MP: 0.342</td>
<td>Fishburne St MP: 0.7</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>175</td>
<td>SC61 MP: 12.404</td>
<td>Croghan Spur</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>176</td>
<td>S-841</td>
<td>Smith St MP: 0.202</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>177</td>
<td>Folly Rd MP: 5.988</td>
<td>Camp Rd MP: 2.277</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>178</td>
<td>SC171 MP: 5.133</td>
<td>Folly Rd MP: 5.133</td>
<td>Walmart</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>179</td>
<td>Folly Rd MP: 4.761</td>
<td>Fort Johnson Rd MP: 1.45</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

**SCDOT 2021-2022 Signal Maintenance Agreement List**

**Maintaining Agency:** Charleston
<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route1</th>
<th>Route2</th>
<th>Comment</th>
<th>Fast Lane</th>
<th>Signals</th>
<th>System</th>
<th>Electric</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>229</td>
<td>S-107</td>
<td>Meeting St MP 0.603</td>
<td>Meeting Street at I-26 On-Ramp</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>230</td>
<td>US52</td>
<td>Arthur Ravenel Brg</td>
<td>ARB Off-ramp</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>231</td>
<td>US52 MP: 0.132</td>
<td>Bay St E MP: 0.132</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>232</td>
<td>S-107 MP: 1.419</td>
<td>S 872 MP 0.348</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>233</td>
<td>S-57 MP: 1.957</td>
<td>Ashley Cir</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>235</td>
<td>S-57 MP: 2.086</td>
<td>Grand Oaks Blvd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>236</td>
<td>I-526</td>
<td>S-33</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>237</td>
<td>S-33</td>
<td>S-98</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>238</td>
<td>Glenn McConnell Pkwy MP: 1.518</td>
<td>Baptist Cv</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>239</td>
<td>Meeting St MP: 0.348</td>
<td>Johnson St</td>
<td>Intersection under construction Road widening Project</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>240</td>
<td>S-33</td>
<td>Grand Park Blvd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>241</td>
<td>SC61 MP: 8.713</td>
<td>Wallace School Rd MP 0.21</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>242</td>
<td>S 20 MP: 6.748</td>
<td>Brownswood Rd MP: 0.302</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>243</td>
<td>SC700 MP: 18.91</td>
<td>Old Folly Rd MP: 0.11</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>244</td>
<td>Folly Rd MP: 7.938</td>
<td>Old Folly Rd</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>245</td>
<td>Savage Rd MP: 0.829</td>
<td>Henry Tecklenburg Dr MP: 1.00S</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>246</td>
<td>Orleans Rd MP: 0.808</td>
<td>Hazelwood Dr MP: 0.572</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>247</td>
<td>Camp Rd MP: 0.93</td>
<td>Dills Bluff Rd MP: 0.329</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>248</td>
<td>S-20 MP: 0.007</td>
<td>Bees Ferry Rd MP: 3.988</td>
<td>Turned over in TEAMS to City of Charleston on 01/13/2015</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>249</td>
<td>S 57 MP: 2.288</td>
<td>Proximity Dr</td>
<td>Bees Ferry Rd. @ Proximity Drive</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>250</td>
<td>S 57 MP: 1.641</td>
<td>Ft Sumter Dr</td>
<td>Bees Ferry Rd. @ West Ashley Circle (East)</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>251</td>
<td>S 33</td>
<td>Mill Street</td>
<td>Clements Ferry Rd. @ Pointe Hope</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>252</td>
<td>S-1028 MP: 1.813</td>
<td>Lee St MP: 0.239</td>
<td>Meeting Street @ Lee St /Walnut St.</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>253</td>
<td>S-1028 MP: 0.833</td>
<td>Milledge Dr</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>254</td>
<td>S-107</td>
<td>Lee St MP: 0.239</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>F-1</td>
<td>S-520 MP: 0.531</td>
<td>Playground Rd MP: 0.531</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$425.00</td>
</tr>
<tr>
<td>F-10</td>
<td>S-46 MP: 2.72</td>
<td>S-555 MP: 0.31</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-11</td>
<td>S-46 MP: 2.81</td>
<td>S-1020 MP: 0.351</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-12</td>
<td>S-103 MP: 0.648</td>
<td>S-535 MP: 0.23</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-13</td>
<td>S-46 MP: 0.858</td>
<td>Rutledge Ave MP: 0.858</td>
<td></td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-14</td>
<td>SC171</td>
<td>Seccussion Rd MP: 0.65</td>
<td></td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$625.00</td>
</tr>
<tr>
<td>F-15</td>
<td>S-670 MP: 0.08</td>
<td>S-99 MP: 0.206</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-16</td>
<td>S-103 MP: 0.572</td>
<td>S-1020 MP: 0.24</td>
<td></td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-17</td>
<td>SC7 MP: 3.36</td>
<td>Gamecock Ave MP: 0.257</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-18</td>
<td>SC51 MP: 5.467</td>
<td>Ashley River Rd MP: 5.467</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-19</td>
<td>SC171 MP: 6.223</td>
<td>Rivers Point Rd</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-2</td>
<td>S-870</td>
<td>Tent Ave MP: 0.267</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$325.00</td>
</tr>
<tr>
<td>F-22</td>
<td>S-480 MP: 0.23</td>
<td>S-1777 MP: 0.24</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$325.00</td>
</tr>
</tbody>
</table>
### SCDOT 2021-2022 Signal Maintenance Agreement List

**Maintaining Agency:** Charleston

<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route 1</th>
<th>Route 2</th>
<th>Comment</th>
<th>School Flashes</th>
<th>Signals System</th>
<th>Electric</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-23</td>
<td>S-865 MP: 0.59</td>
<td>S-553 MP: 0.22</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-24</td>
<td>S-666 MP: 0.14</td>
<td>Wentworth St MP: 0.13</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-25</td>
<td>S-553 MP: 0.581</td>
<td>Radcliffe St</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-28</td>
<td>S-106 MP: 0.736</td>
<td>Warren St MP: 0.088</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-28</td>
<td>Coming St MP: 0.302</td>
<td>Green Way MP: 0.108</td>
<td>Crosswalk</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-29</td>
<td>Farmfield Rd</td>
<td>Ashley Cir</td>
<td>Crosswalk</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-30</td>
<td>S-103 MP: 2.02</td>
<td>Markfield Dr MP: 0.188</td>
<td>Courtenay Dr @ Charleston Center Dr Partial removal flasher system due to construction of hospital.</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-31</td>
<td>S-227</td>
<td>Charleston Center Dr</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-32</td>
<td>S-107 MP: 0.644</td>
<td>Meeting Street @ Charlotte Street</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-33</td>
<td>S-404 MP: 0.432</td>
<td>Calhoun St @ Gadsden St. (Solar Flasher)</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-34</td>
<td>S-404 MP: 1.478</td>
<td>Calhoun St @ Alexander St. (Solar Flasher)</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-35</td>
<td>S-106 MP: 1.002</td>
<td>St. Phillip St @ Greenway (Solar Flasher)</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-35</td>
<td>S-396 MP: 0.399</td>
<td>Concorde St @ Cumberland St. (Solar Flasher)</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-37</td>
<td>S-1028 MP: 1.117</td>
<td>Harborview Rd. @ Affirmation Blvd.</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-38</td>
<td>S-1028 MP: 0.39</td>
<td>Solar pedestrian flasher</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-39</td>
<td>King St MP: 0.475</td>
<td>Ann St MP: 0.253</td>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-4</td>
<td>S-587 MP: 0.249</td>
<td>S-563 MP: 0.2</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-5</td>
<td>S-480 MP: 0.35</td>
<td>S-125 MP: 0.15</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-6</td>
<td>S-1042</td>
<td>S-2269 MP: 0.087</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-7</td>
<td>US78 MP: 20.791</td>
<td>King St MP: 20.791</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F-9</td>
<td>S-563 MP: 0.331</td>
<td>Line St MP: 0.141</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fire Dept 1</td>
<td>SC171 MP: 11.67</td>
<td>Lenevar Dr</td>
<td>Firehouse flasher St. John's Fire Dept. Headquarters Cabinet in firehouse. We could not access for inventory</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Fire Dept 2</td>
<td>SC700 MP: 12.77</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Fire Dept 3</td>
<td>S-57 MP: 1.112</td>
<td>Fire Station Dr</td>
<td>Bee Ferry Rd. @ Fire Station Drive</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>SF-11</td>
<td>SC61 MP: 4.097</td>
<td>Ashley River Rd MP: 4.097</td>
<td>Drayton Hall Elementary</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-12</td>
<td>S-20 MP: 6.07</td>
<td>Main Rd MP: 5.07</td>
<td>St. Johns High</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-14</td>
<td>S-1856 MP: 0.265</td>
<td>Arlington Dr</td>
<td>Oakland Elementary School</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-16</td>
<td>S-94 MP: 3.8</td>
<td>Fort Johnson Rd MP: 3.6</td>
<td>James Island High</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-17</td>
<td>S-46 MP: 2.219</td>
<td>Rutledge Ave MP: 2.219</td>
<td>Ashley Hall</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-19</td>
<td>S-53 MP: 1.992</td>
<td>Riverland Dr MP: 1.992</td>
<td>Murray-LaSaline Elementary</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-20</td>
<td>S-46 MP: 1.675</td>
<td></td>
<td>Julian Mitchell Elementary School</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-5</td>
<td>S-104</td>
<td>Moultrie St</td>
<td>James Simmons Elementary Secret Heart Charleston Charter Flashers covers 3 schools</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SF-8</td>
<td>S-480 MP: 0.203</td>
<td>America St MP: 0.2</td>
<td>Sanders Clyde Elementary</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
**SCDOT 2021-2022 Signal Maintenance Agreement List**

**Maintaining Agency:** Charleston

<table>
<thead>
<tr>
<th>Custom Id</th>
<th>Route 1</th>
<th>Route 2</th>
<th>Comment</th>
<th>School Flashers</th>
<th>Signals System</th>
<th>Electric</th>
<th>Total/Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF-9</td>
<td>S-26 MP: 0.956</td>
<td>Wappoo Rd MP: 0.956</td>
<td>St. Andrews High</td>
<td>0</td>
<td>2</td>
<td>000</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>50 21 205 187 228</td>
<td></td>
<td></td>
<td></td>
<td>$414,150.00</td>
</tr>
</tbody>
</table>

Summary for Charleston (250 location records)
TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson  
DEPT. Executive  
SUBJECT: OFFICE OF CULTURAL AFFAIRS – BLOOMBERG PHILANTHROPIES  
REQUEST: To apply for $25,000 from the Asphalt Art Initiative of Bloomberg Philanthropies, to support a temporary public art project in partnership with Redux Contemporary Art Center in 2022.

COMMITTEE OF COUNCIL: W&M  
DATE: April 27, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel  
Cap. Proj. Cmte. Chair  
Office of Cultural Affairs  
Grants Manager

Was funding previously approved? Yes ☑ No ☐ N/A ☐  
If yes, provide the following: Dept./Div.:  
Account #:  
Balance in Account  
Amount needed for this item  

Does this document need to be recorded at the RMC’s Office? Yes ☑ No ☐ N/A ☐  

NEED: Identify any critical time constraint(s).

CFO’s Signature:  
FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - SOUTH ARTS
REQUEST: To apply for grant in the amount of $1,750 from South Arts to support fees for visiting artists for Free Verse Festival in October 2021.

COMMITTEE OF COUNCIL: W&M DATE: April 27, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair [ ] [ ] [ ] [ ]
Office of Cultural Affairs [X] [ ] [ ] [ ]
Grants Manager [X] [ ] [ ] [ ]

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: ________ Account #: ________
Balance in Account ________ Amount needed for this item ________

Does this document need to be recorded at the RMC's Office? Yes [ ] No [ ] X [ ]

NEED: Identify any critical time constraint(s).

CFO's Signature: _____________________

FISCAL IMPACT:
A 1:1 City match is required. Matching funds will come from private donation.

Mayor's Signature: _____________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
City of Charleston  
Office of Cultural Affairs

Mailing Address:  
75 Calhoun Street, Suite 3800  
Charleston  
SC  
29401

Street Address:  

Contact:  
Scott Watson  
843-720-3885  
Email:  
WatsonS@charleston-sc.gov  
Website:  
www.charlestonarts.org / www.freeversefestival.com

Operating budget for last completed fiscal year:  
$1991208

Mission:  
OCA is committed to fostering excellence through artistic expression, thereby enhancing the quality of life for all of Charleston’s citizens regardless of economic, social or physical considerations. OCA plays a catalytic role in producing and supporting programs that educate, inform and inspire through a variety of cultural activities which celebrate creativity and diversity; contribute to economic development; and underscore Charleston’s reputation as an international cultural destination.

Project Discipline: Literature - Poetry

Artist/company/writer name: Beth Ann Fennelly  
Oxford MS

Artist Website: https://www.bethannfennelly.com/

Artist fee: $3500  
Amount of request: $1750

Start date – end date: 10/11/2021 – 10/13/2021  
Days of Artist Service: 2

# public performances/readings: 1  
Projected # participants: 150

# educational activities: 1  
Projected # participants: 120

Project Summary:

Poet Beth Ann Fennelly will visit Charleston from Oxford, Mississippi to kick of the 2021 Free Verse Poetry Festival, presenting a public reading and signing to open the week-long festival at either City Gallery or Cannon Street Arts Center, with the following day used for educational outreach programs in a coordinated school visit facilitated by Charleston’s poet laureate, Marcus Amaker.

Schedule:

While planning for the autumn remains contingent on guidelines being established for public events post-COVID19, our present plan is to present a free-to-attend public reading by Beth Ann Fennelly at either City Gallery or the Cannon Street Arts Center (both currently closed due to coronavirus precautions) on October 11. The residency will continue on October 12 with school visit that has not yet been finalized due to COVID protocols.
City of Charleston  
Beth Ann Fennelly  

**Project’s Artistic Merit**  
(Maximum 5,000 characters including spaces, approximately 1 page) Describe the project; include a detailed description of the performance/reading and explain why this artist/company/writer was chosen. Explain why this project is important to your community. The educational and outreach component is the requirement that participants be engaged in learning activities that have lasting impact. Describe the educational and outreach component and any additional community activities; describe the anticipated impact for participants.

This year will mark the fifth year of the Free Verse Festival, launched in 2017 by Charleston’s first poet laureate, Marcus Amaker. The mission of the festival is to uplift the community by providing eclectic poetry events and workshops at multiple venues in downtown Charleston and in underserved neighborhoods.

The Free Verse Festival focuses on three areas. The first is poetry as public art. Locals will see poetry on napkins, buildings, art galleries, restaurants, billboards, t-shirts, sidewalks and even pizza boxes. The second area of focus will be on workshops and events for students and educators. These workshops will be led by local and regional poets. The third area will be mainstage readings and poetry events that serve to frame the Festival, marking each year’s event as a distinct moment based on the voices and identities associated with these live programs.

To open Free Verse Festival 2021, Marcus Amaker has invited Beth Ann Fennelly, Poet Laureate of Mississippi, to come to Charleston for a free-to-attend public reading to open the Festival and a day of educational outreach activities intended to be held at a partner public school. Ms. Fennelly is noted not only as a poet (who has received awards and grants from the NEA, United States Artists, a Pushcart Prize), but also as an educator. She currently teaches in the MFA Program at the University of Mississippi, where she was named Outstanding Teacher of the Year.


Her recent book, Heating & Cooling: 52 Micro-memoirs, recently published by W. W. Norton, was named an Atlanta Journal Constitution Best Book of 2017 and a Goodreaders Favorite for 2017. A contributing editor to The Oxford American, she also writes freelance on travel, culture, and design for many magazines. She is the first woman honored with the University of Notre Dame’s Distinguished Alumni in the Arts Award.

With support from the staff from the City of Charleston Office of Cultural Affairs, Free Verse Festival founder Marcus Amaker will plan and organize poetry events and activities to promote the power and importance of the written word, working with the Charleston County School District to send poets into schools to educate and inspire young people. Ms. Fennelly’s residency will be a key part of these outreach efforts, which will build on prior workshops and intensives, reinforced by Mr. Amaker’s current role as Artist in Residence for the Charleston Gaillard Center, where he works extensively with students in Title One schools.

This project is important to our community on a number of levels. First, poetry as an art form is something that we need to expand on in the Charleston area. The festival already has the commitment of a number of local and regional poets, and the opportunity to bring other nationally-recognized poets to Charleston. Second, through poetry workshops in area schools and through other events, we expect a student, educator or a festival attendee to be inspired or perhaps discover a new passion. Third, poetry has the capacity to bring people together. Given the various difficult issues our community (like many communities) grapples with, the festival will offer another venue for open reflection and expression through the written word.

The Free Verse Festival has benefited Charleston greatly by being able to bring literary talents with a range of personal experiences and artistic perspectives, actively interrogating notions of individual identity and intentional community. We are confident that Beth Ann Fennelly’s participation in the Festival’s opening weekend will set a strong tone and stimulate both interest and dialogue that will infuse Free Verse as it proceeds in 2021.
Audience Development/Community Involvement
(Maximum 2,500 characters including spaces, approximately ½ page) Audience development includes assessing audience and community needs, cultivating audiences, creating a plan for engagement, and developing effective partnerships. Describe the audiences and community segments that you are targeting and engaging with this project. Explain why they were selected for involvement in this project, how they are involved in planning, and what community partners are involved. Describe any plans to broaden or diversify your audiences and any additional efforts to reach those that lack access to arts programs, services, or resources. Provide your marketing plan for target audiences.

Audiences targeted to attend the Free Verse Festival include visitors to Charleston, locals of all backgrounds, and underserved audiences, as well as students and educators. The City of Charleston Office of Cultural Affairs (OCA) is committed to providing access to the arts to all of Charleston’s citizens regardless of economic, social or physical considerations. To do this, we utilize the Free Verse Festival to serve our community through additional outreach opportunities. We seek out and welcome opportunities to partner with social service agencies and nonprofit organizations to provide special accommodations and/or free tickets to various underserved populations in our community. We also plan to distribute complimentary tickets to a select number of young writers in the Charleston area so they can experience a live performative reading and have direct interaction with a nationally renowned poet, as these young aspiring writers work on honing their own skills.

Building audiences for the future is a key part of the Free Verse Festival. The OCA produces the Free Verse Festival in coordination and partnership with Charleston’s poet laureate, Marcus Amaker. Through our existing relationships and through Mr. Amaker’s network, we will continue to promote the festival and all relevant opportunities to a number of constituents in and around Charleston.

Along with actively reaching out to our partners in the nonprofit community, we will promote poetry festival and events through paid advertising before and during the festival. Our provisional marketing plan includes both in-market and out-of-market media buys. Our in-market advertising plan includes the Post & Courier, West Of, The Chronicle, WCSC Channel 5, WBCD Channel 2 and WCIV Channel 4. Our out-of-market media plan tentatively includes The State Newspaper (Columbia, SC), the Charlotte Observer (Charlotte, NC), the Atlanta Journal-Constitution (Atlanta, GA), Cumulus Radio and APEX Broadcasting.
Accessibility Statement:
Do you certify that (1) you have read the National Endowment for the Arts (NEA) Assurance of Compliance and understand that by signing and submitting the application form, you certify that the applicant is in compliance with all the statutes and regulations as outlined by the NEA, including the ADA; and (2) the facilities where project activities will take place are accessible to people with disabilities?

Yes

Accessibility
(Maximum 2,500 characters including spaces, approximately ½ page) Grantees are required to ensure accessibility to funded programs to people with disabilities. Beyond these minimum ADA requirements, describe actions you will take for programmatic and communications accessibility (e.g., planning/advisory committees include people with disabilities, large print programs/labels, American Sign Language interpretation, audio description, specific marketing strategies, etc.). Provide specific strategies on how you will reach those that lack access to the arts due to disability for this project specifically (not your organization’s work in general).

Venues that Free Verse Festival utilizes are all ADA compliant. Beyond the minimum ADA requirements, we plan to have available large print programs. We are also planning to have an American Sign Language interpreter for the Sunday public reading, as we are anticipating this event to be heavily attended.

The City of Charleston Office of Cultural Affairs is committed to providing access to the arts and culture to all people. The OCA is actively reaching out to and building partnerships with area nonprofit organizations in an effort to provide information regarding upcoming events, special accommodations for disabled populations and/or free tickets for at-risk; underserved populations to be able to attend events throughout the year. We are in regular communication with Charleston County School District (CCSD) to determine how we can serve students and educators in the Charleston area. This often includes inviting students and educators to experience one of our art exhibitions or cultural activities; as well as sending artists into schools to work with students and educators. We will continue to work with CCSD to plan for outreach integral to Free Verse Poetry Festival. Other examples of organizations we are in regular contact with include the VA Medical Center, the Ronald McDonald House, the Disabilities Board of Charleston County, the Association of the Blind and Visually Impaired and Charleston Area Senior Citizens. These partnerships allow us to reach disabled veterans, low-income senior citizens, people with disabilities and students and educators.
Organizational Capacity/Evaluation
(Maximum 2,500 characters including spaces, approximately ½ page) Describe your organization’s ability to carry out the proposed project. Provide a summary of your organization’s presenting history. Describe the project goals and the anticipated outcomes. Describe the evaluation methods you have in place to learn how you are, or are not, achieving your goals.

Established in 1977, the City of Charleston Office of Cultural Affairs (OCA) is responsible for providing access to the arts for all residents. It advocates the work of local artists, performers, and writers; supports and serves as the municipal interface/convening agency for local arts organizations; and maintains partnerships with Charleston County Schools to provide arts education opportunities and facilitate City-sponsored special events and youth outreach programs.

In a typical year, the OCA produces the Piccolo Spoleto Festival (a multidisciplinary arts festival consisting of over 500 events during a 17-day period); the MOJA Arts Festival (over 60 events in 11 days); the Charleston Farmers Market (every Saturday from mid-April through mid-December); the West Ashley Farmers Market (late-April through early October); Holiday Parade of Boats; the official City of Charleston Tree Lighting Ceremony; Holiday Magic in Historic Charleston; and Happy New Year Charleston. The OCA co-manages a quarterly arts grants program and the OCA manages the City Gallery (presenting six exhibitions annually featuring regionally and/or nationally known contemporary artists) and the flexible multi-venue Cannon Street Arts Center, which focuses on emerging artists.

Each autumn, the Free Verse Festival will celebrate the creative process and explore the artistic impulse with a number of poetry events and activities. We plan to provide our audiences with access to a prominent poet where they can learn from his work, ask questions and be inspired by his work.

Our evaluation methods include reviewing Google Analytics data for our project websites to better understand how our audiences are finding our programs and which programs they're most interested in. We also utilize Constant Contact to send email newsletters and promotions to our constituents, where we then analyze the data from those reports to measure patron engagement with our programs. At the Free Verse Festival, we will utilize surveys at select events to gain feedback from festivalgoers on their overall festival experience and their experience at specific events. We can also learn where festivalgoers come from, how long they plan to visit Charleston and other information. Along with OCA staff, we rely on festival volunteers and interns to gauge audience composition and attendance, to help report on any feedback from festival attendees and to provide regular updates after each event.

Attachments: Support Materials
ARTIST/COMPANY/WRITER SUPPORT MATERIAL: BAFFreeVerse20201.pdf

URL:

AUDIO/VIDEO/WRITTEN SAMPLE: BAFFreeVerse2021.pdf

URL:

Selected writings

SUPPLEMENTAL DOCUMENT (optional):
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ruth Jordan DEPT. PPS, BNS
SUBJECT: ECONOMIC DEVELOPMENT ADMINISTRATION - GRANT AWARD ACCEPTANCE FOR CARES ACT FUNDING

REQUEST: To approve the acceptance of a federal grant award from the EDA in the amount of $100,000 to develop business development and technical assistance programming for minority-owned businesses.

COMMITTEE OF COUNCIL: W&M DATE: April 27, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair X
PP&S Operations Manager X
Grants Compliance Manager X

FUNDING: Was funding previously approved? Yes No X N/A

If yes, provide the following:

Dept./Div.: Account #:
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC’s Office? Yes No X

NEED: Identify any critical time constraint(s).
The grant period of performance is from April 7, 2021 – April 7, 2023.

CFO’s Signature:

FISCAL IMPACT:
The City has committed an in-kind match of $25,000 based on the Minority Business Enterprise Manager’s staff time spent working on the grant project.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
FINANCIAL ASSISTANCE AWARD

RECIPIENT NAME
City of Charleston

116 Meeting Street
Charleston, South Carolina 29401

PUBLIC WORKS & ECONOMIC DEVELOPMENT ACT OF 1965, AS AMENDED (42 U.S.C. § 3121, ET. SEQ.)

CFDA NO. AND NAME
11.307 Economic Adjustment Program

PROJECT TITLE
Business Development Lab

This Award document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned within 30 days of receipt, the Grants Officer may unilaterally withdraw this offer and de-obligate the funds.

☐ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (Attachment A - dated 11-12-2020)
☐ R & D AWARD
☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
☐ SPECIFIC AWARD CONDITIONS (See Attachment B)
☐ LINE ITEM BUDGET (See Attachment C)
☐ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS AS ADOPTED PURSUANT TO 2 CFR § 1327.101
☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
☐ MULTI-YEAR AWARD: PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION
☐ OTHER(S):

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

H. Philip Paradice, Jr., Director, Atlanta Regional Office

DATE
4/7/2021

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

John J. Tecklenburg, Mayor, City of Charleston
DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

Table of Contents

PREFACE .......................................................................................................................... 5

A. PROGRAMMATIC REQUIREMENTS ........................................................................... 6
   .01 Reporting Requirements ..................................................................................... 6
   .02 Revisions of Program Plans ............................................................................... 8
   .03 Other Federal Awards with Similar Programmatic Activities ......................... 9
   .04 Prohibition against Assignment by a Non-Federal Entity ............................... 9
   .05 Disclaimer Provisions ..................................................................................... 9
   .06 Unsatisfactory Performance or Non-Compliance with Award Provisions ....... 9

B. FINANCIAL REQUIREMENTS .................................................................................... 10
   .01 Financial Management ..................................................................................... 10
   .02 Award Payments ............................................................................................. 10
   .03 Federal and Non-Federal Sharing ................................................................... 12
   .04 Budget Changes and Transfer of Funds among Categories ......................... 12
   .05 Program Income ............................................................................................. 13
   .06 Indirect or Facilities and Administrative Costs ............................................. 13
   .07 Incurring Costs or Obligating Federal Funds Before and After the Period of
       Performance ...................................................................................................... 15
   .08 Tax Refunds ..................................................................................................... 16
   .09 Internal Controls ............................................................................................. 16

C. PROPERTY STANDARDS .......................................................................................... 16
   .01 Standards ........................................................................................................ 16
   .02 Real and Personal Property ............................................................................. 16
   .03 Intellectual Property Rights ............................................................................. 17

D. AUDITS ....................................................................................................................... 19
   .01 Organization-Wide, Program-Specific, and Project Audits ......................... 19
   .02 Audit Resolution Process ............................................................................... 20

E. DEBTS ......................................................................................................................... 21
   .01 Payment of Debts Owed to the Federal Government ..................................... 21
   .02 Late Payment Charges .................................................................................... 21
   .03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan
       Insurance Guarantees ...................................................................................... 22
F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS ................................................................. 22
   .01 Conflict of Interest and Code of Conduct .................................................. 22
   .02 Nonprocurement Debarment and Suspension ........................................... 23
   .03 Requirements for Subawards ..................................................................... 23
   .04 Requirements for Procurements ................................................................. 23
   .05 Whistleblower Protections ......................................................................... 24
   .06 Small Businesses, Minority Business Enterprises and Women’s Business Enterprises 24
G. NATIONAL POLICY REQUIREMENTS ................................................................ 25
   .01 United States Laws and Regulations ......................................................... 25
   .02 Non-Discrimination Requirements ............................................................ 25
      a. Statutory Provisions ................................................................................ 25
      b. Other Provisions .................................................................................... 26
      c. Title VII Exemption for Religious Organizations .................................... 27
   .03 LOBBYING RESTRICTIONS ..................................................................... 27
      a. Statutory Provisions ................................................................................ 27
      b. Disclosure of Lobbying Activities ............................................................ 27
   .04 Environmental Requirements .................................................................... 27
      a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.) ......... 28
      c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands) .............................................................. 29
      d. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”) ......................................................... 29
      e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 et seq.) ................. 29
      f. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.) ......................... 29
      g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.) .............. 29
      h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 et seq.) .............. 30
      i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 et seq.) ................. 30
      k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.) .... 30

m. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations")

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)


r. Executive Order 13112 (Invasive Species, February 3, 1999)

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

b. Criminal and Prohibited Activities

c. Drug-Free Workplace

d. Foreign Travel

e. Increasing Seat Belt Use in the United States

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

g. Minority Serving Institutions Initiative

h. Research Misconduct

i. Research Involving Human Subjects

j. Care and Use of Live Vertebrate Animals

k. Management and Access to Data and Publications


m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations


o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216) ........................................ 50
s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown .................................................................................................................. 51
PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity\(^1\) receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.\(^2\)

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g., Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

---

\(^1\) Note that the OMB Uniform Guidance uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms “non-Federal entity,” “recipient,” and “subrecipient” consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward.

As defined at 2 C.F.R. § 200.1:

- “Non-Federal entity” is “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”
- “Recipient” is “an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.”
- “Subrecipient” is “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”
- “Pass-through entity” is “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

\(^2\) See 2 C.F.R. § 200.1 for the definitions of “foreign public entity” and “foreign organization.”
DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation’s website – https://www.nsf.gov/awards/managing/rtc.jsp. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.

2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient’s performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.

3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.
c. Financial Reports. In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (e.g., in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions. Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. Real Property Status Reports and Requests for Dispositions: Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award. Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). See also the real property standards set forth in Section C. of these Standard Terms (Property Standards).

2. Tangible Personal Property Status Reports and Requests for Dispositions: DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In
addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). See also the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEDison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). See also the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: RPPR Instructions.

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.
03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity’s contractors or subcontractors.

06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance.
due to the non-federal entity’s material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity’s eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State’s own funds. In addition, the State’s and any other non-Federal entity’s financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the recording of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Award Payments


b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the

10 | 12 November 2020
non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury’s Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient’s bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;

2. Agency Location Code (ALC); and

3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to $500 per non-Federal entity’s fiscal year may be retained by the non-Federal entity for administrative expenses.
.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. See 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. See 2 C.F.R. § 200.308 (Revision
of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award’s approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities’ indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities’ indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. See 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

   i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

      (A) Department of Labor: https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm

      (B) Department of the Interior: https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/

   ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.
iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).

2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.

3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (i.e., a governmental department or agency that receives $35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient’s cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient’s delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.ossec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.
g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity’s cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

.07 Incurred Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the “period of performance” means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.” The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (see 2 C.F.R. § 200.458); (ii) publication and printing costs (see 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of the award (see 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.
.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. See 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at http://www.gao.gov/assets/80/76455.pdf and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at Internal Control Guidance.

C. PROPERTY STANDARDS

.01 Standards


.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition
requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney’s statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC’s royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 et seq., and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines “small business firm” as “a small business concern as defined at section 2 of Public Law 85–536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration.” Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities “regardless of size” to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.
1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities’ ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.i Edison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC’s royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.
D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 et seq., an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity’s personnel for interview and discussion related to such documents. See 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend $750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC’s Internet Data Entry System (IDES) (https://harvester.census.gov/facides/). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend $750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than $750,000 in DOC funds in a given fiscal year are
not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.

3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an Audit Resolution Determination Letter. The recipient has 30 calendar days from the date of receipt of the Audit Resolution Determination Letter to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.

5. The DOC will review the recipient’s appeal and notify the recipient of the results in an Appeal Determination Letter. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.
E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;

2. Withholding advance payments otherwise due to the non-Federal entity; or

3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury’s Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury’s Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fisreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the Federal Register (http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR) and in the Treasury Financial Manual Bulletin. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.
c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor’s property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC’s policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party’s personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party’s objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render
impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. See paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and
200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

a. A Member of Congress or a representative of a committee of Congress.
b. An Inspector General.
d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
e. An authorized official of the Department of Justice or other law enforcement agency.
f. A court or grand jury.
g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women’s Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small
businesses, minority business enterprises and women’s business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA’s website at http://www.mbda.gov. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:


1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and

6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),\(^3\) which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

3. In accordance with E.O 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

---

\(^3\) As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (56 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).
c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, “a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.”

.03 LOBBYING RESTRICTIONS


Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. See 2 C.F.R. § 200.450(b) and (c).

b. Disclosure of Lobbying Activities

Any recipient that receives more than $100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under
the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency’s decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.


Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to
submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.


c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 et seq.)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)

Funded projects must be consistent with a coastal State’s approved management program for the coastal zone.
h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 et seq.)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 et seq.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.


This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.


These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations")

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency
procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).


A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.


Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.
Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).

2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.

3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency’s mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral “Open Skies Agreements” (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple “Open Skies Agreements” currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State’s website.

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates
of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "Delta Airlines Flight XXXX, operated by KLM"). Conversely, if the ticket shows "][Foreign Air Carrier] XXX, operated by Delta," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity’s provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.

2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native
Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to
broadening the participation of minority serving institutions (MSIs) in its financial assistance
programs. DOC’s goals include achieving full participation of MSIs to advance the
development of human potential, strengthen the Nation’s capacity to provide high-quality
education, and increase opportunities for MSIs to participate in and benefit from Federal
financial assistance programs. DOC encourages all applicants and non-Federal entities to
include meaningful participation of MSIs. Institutions eligible to be considered MSIs are
listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal
Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the
President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
As provided for in the Federal Policy, research misconduct refers to the fabrication,
falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting
research results. Research misconduct does not include honest errors or differences of
opinion. Non-Federal entities that conduct extramural research funded by DOC must foster
an atmosphere conducive to the responsible conduct of sponsored research by safeguarding
against and resolving allegations of research misconduct. Non-Federal entities also have the
primary responsibility to prevent, detect, and investigate allegations of research misconduct
and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do
so. Non-Federal entities must notify the Grants Officer of any allegation that meets the
definition of research misconduct and detail the entity’s inquiry to determine whether there is
sufficient evidence to proceed with an investigation, as well as the results of any
investigation. The DOC may take appropriate administrative or enforcement action at any
time under the award, up to and including award termination and possible suspension or
debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other
appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with
15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is
permitted under this award unless expressly authorized by specific award condition, or
otherwise in writing by the Grants Officer.

2. Federal policy defines a human subject as a living individual about whom an investigator
(whether professional or student) conducting research (1) Obtains information or
biospecimens through intervention or interaction with the individual, and uses, studies, or
analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or
generates identifiable private information or identifiable biospecimens. Research means a
systematic investigation, including research development, testing and evaluation, designed to
develop or contribute to generalizable knowledge.
3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

   i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (see also 15 C.F.R. § 27.103);

   ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);

   iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;

   iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and

   v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.
k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance, and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.


i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

   *This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do...*
not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.


If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.
2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR’s deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC’s Bureau of Industry and Security. These are generally known as “dual-use” items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is “deemed” to be an export to the foreign person’s most recent country of citizenship or permanent residency (see 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. See 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person’s most recent country of citizenship or permanent residency. See 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. See 15 C.F.R. § 734.15(b).

4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.

5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.
6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.

7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.

8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.

9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.


   The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

   ** Trafficking in persons.

   a. **Provisions applicable to a recipient that is a private entity.

   1. **You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

   ii. Procure a commercial sex act during the period of time that the award is in effect; or

   iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension — Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension — Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326. (Nonprocurement Debarment and Suspension).

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;

   ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.


   o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

   1. Reporting Subawards and Executive Compensation. Under FFATA, recipients of financial assistance awards of $30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

      Reporting Subawards and Executive Compensation

   a. Reporting of first-tier subawards.

   1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward
to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

   i. You must report each obligating action described in paragraph a.1. of this award term to [http://www.fsrs.gov](http://www.fsrs.gov).

   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)


b. Reporting Total Compensation of Recipient Executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

   i. the total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 C.F.R § 170.320;

   ii. in the preceding fiscal year, you received—

      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and

      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and,

   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

   i. As part of your registration profile found at the System for Award Management (SAM) website located at [https://www.sam.gov](https://www.sam.gov).
ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if—

i. in the subrecipient’s preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

See also 2 C.F.R. § 200.300(b).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.
e. **Definitions.** For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 C.F.R. Part 25:
   
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   
   ii. A foreign public entity;
   
   iii. A domestic or foreign nonprofit organization; and,
   
   iv. A domestic or foreign for-profit organization.

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:
   
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).
   
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:
   
   i. Receives a subaward from you (the recipient) under this award; and
   
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
   
   i. Salary and bonus.
   
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group
life, health, hospitalization or medical reimbursement plans that do not discriminate in
favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and
actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g.
severance, termination payments, value of life insurance paid on behalf of the employee,
perquisites or property) for the executive exceeds $10,000.

2. System for Award Management (SAM) and Universal Identifier Requirements -- as
described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Universal Identifier Requirements

a. Requirement for System for Award Management. Unless you are exempted from this
requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in
the SAM. This includes information on your immediate and highest level owner and
subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract
or Federal financial assistance within the last three years, if applicable, until you submit the
final financial report required under this Federal award or receive the final payment, whichever
is later. This requires that you review and update the information at least annually after the
initial registration, and more frequently if required by changes in your information or another
Federal award term.

b. Requirement for Unique Entity Identifier. If you are authorized to make subawards
under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph c of this
award term) may receive a subaward from you until the entity has provided its Unique Entity
Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity
Identifier to you. Subrecipients are not required to obtain an active SAM registration, but
must obtain a Unique Entity Identifier.

c. Definitions for purposes of this term:

1. SAM means the Federal repository into which a recipient must provide information
required for the conduct of business as a recipient. Additional information about
registration procedures may be found at the SAM Internet site (currently at
https://www.SAM.gov).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:
   i. A foreign organization;
   ii. A foreign public entity;
   iii. A domestic for-profit organization; and
   iv. A Federal agency.

4. Subaward has the meaning given in 2 C.F.R § 200.1.

5. Subrecipient has the meaning given in 2 C.F.R § 200.1.

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awarder Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report. Submit the information required about each proceeding that:
   i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   ii. Reached its final disposition during the most recent five-year period; and
iii. Is one of the following:

(A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

   I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

   II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

   III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

   i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.


Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.

2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

   a. **Term 1. Prohibition on Providing Funds to the Enemy.**

      1. **The recipient must**—

      i. Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;

      ii. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
2. The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

3. The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.


1. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

2. The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain,
(2) Extend or renew a contract to procure or obtain, or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii). Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.
2. All award actions will be delayed during a government shutdown; if it appears that a non-
Federal entity’s performance under a grant or cooperative agreement will require agency
involvement, direction, or clearance during the period of a possible government shutdown,
the Program Officer or Grants Officer, as appropriate, may attempt to provide such
involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that
such involvement, direction, or clearance will not be forthcoming during the shutdown.
Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency
approval, which in general are non-Federal entities that have been designated high risk, non-
Federal entities under construction awards, or are otherwise limited to reimbursements or
subject to agency review, will be able to draw funds down from the relevant Automatic
Standard Application for Payment (ASAP) account only if agency approval is given and
coded into ASAP prior to any government shutdown or closure. This limitation may not be
lifted during a government shutdown. Non-Federal entities should plan to work with the
Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-
Federal entities whose authority to draw down award funds is restricted may decide to
suspend work until the government reopens.

3. The ASAP system should remain operational during a government shutdown. Non-
Federal entities that do not require any Grants Officer or agency approval to draw down
advance funds from their ASAP accounts should be able to do so during a shutdown. The
30-day limitation on the drawdown of advance funds will still apply notwithstanding a
government shutdown (see section B.02.b.1 of these terms).
Attachment B
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
SPECIFIC AWARD CONDITIONS

Recipient: City of Charleston
116 Meeting Street
Charleston, South Carolina 29401

Award No.: 04-79-07650

1. PROJECT: This investment will elevate and expand the city's Business Development Lab to support minority and women-owned businesses with becoming lender ready and improving their access to working capital and business development programs. The Lab will contract with subject matter experts to offer a full suite of business development resources free of charge to underserved businesses.

2. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following Project development time schedule:

   Time allowed in Financial Assistance Award after EDA Award date:

   Award Period .................................................. 24 months

   Project Closeout- All Project closeout documents including the final financial information and any required program reports shall be submitted to the Government not more than 120 days after the date the Recipient accepts the completed project from the contractor(s).

   The Recipient shall pursue diligently the development of the Project to ensure completion within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the Award in accordance with the regulations set forth at 2 CFR §§ 200.338-342.

3. PROCUREMENT: The Recipient agrees that all procurement transactions shall be in accordance with Department of Commerce Regulations at 2 CFR §§ 200.317-326.

4. GRANT ADMINISTRATOR: The Grant Administrator for the Project is:

   H. Philip Paradice, Jr.
   Director, Atlanta Region
   Economic Development Administration
5. The **FEDERAL PROGRAM OFFICER** is responsible for the programmatic, technical, and/or scientific aspects of this Award:

   Priscilla A. Kittles  
   Administrative Director  
   Economic Development Administration

6. The **PROJECT OFFICER** is responsible for administrative coordination and liaison with the Recipient. This individual receives appropriate material from the Recipient for administrative processing. The Program Officer’s name, address, telephone number, and email address are:

   Jolene Hamm  
   Project Officer  
   Economic Development Administration  
   401 West Peachtree Street, NW, Suite 1820  
   Atlanta, Georgia 30308-3510  
   (404) 576-7515  
   Nonconstructionreports-payments@eda.gov

7. **AWARD DISBURSEMENTS: Reimbursable basis only:** EDA will make Award payments using the Department of Treasury’s Automated Standard Application for Payments (ASAP) system. The recipient is required to furnish documentation as required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

   The “Request for Reimbursement” (SF-270) is used to request payment, which will be approved by the Project Officer. Please note that disbursements cannot be processed until the attached Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form is completed and returned. The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient). A new form is required for each Award. Return the completed form with the executed Award documents to the Project Officer at Economic Development Administration, 401 West Peachtree Street, N.W., Suite 1820, Atlanta, Georgia 30308-3510.

8. **REAFFIRMATION OF APPLICATION:** Recipient(s) acknowledges that Recipient’s application for this Award may have been submitted to the Government and signed by Recipient(s), or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient(s) submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, Recipient(s) hereby reaffirms and state that a.) all data in said application and documents submitted with the application are true and correct as of the date of this Award and were true and correct as of the date of said submission, b.) said application was as of the date of this Award and as of the date of said application duly authorized as required by local law by the governing body of the Recipient(s) and c.) Recipient(s) confirms that it will comply with the Assurances and Certifications submitted with, or attached to, said application. The term “application” includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.
9. **RECIPIENT'S DUTY TO REFRAIN FROM EMPLOYING CERTAIN GOVERNMENT EMPLOYEES:** For the two-year period beginning on the date the Government executes this Award, the Recipient(s) agrees that it will not employ, offer any office or employment to, or retain for professional services any person who, on the date the Government executes this Award or within the one-year period ending on that date:
   a. Served as an officer, attorney, agent, or employee of the Department; and
   b. Occupied a position or engaged in activities that the Assistant Secretary determines involved discretion with respect to the Award of Investment Assistance under PWEDA.

The two-year period and associated restrictions referenced above also shall apply beginning on the date the Government executes any cost amendment to this Award that provides additional funds to the Recipient(s).

10. **FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 CFR Part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants may be released in response to a FOIA request. Applicants should be aware that EDA may make certain application information publicly available. Accordingly, the applicant should notify EDA if it believes any application information to be confidential.

11. **SCOPE OF WORK:** Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above described additional information shall be fairly construed to and shall describe the SOW. As more particularly described in the item B-2 of the ED-900 of the grantee's application.

12. **REFUND CHECKS, INTEREST OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to our account with it:

   The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the Federal Project Officer. This option allows the payee to send a check to NOAA’s accounting office, who processes EDA’s accounting functions at the following address: U.S. Department of Commerce, National Oceanic and Atmospheric Administration, Finance Office, AOD, EDA Grants, 20020 Century Boulevard, Germantown, MD 20874. The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA’s account. While this process will not be an issue with most payees who are corporations, it could be an issue for individuals sending EDA funds. Please make note of the following.

Notice to Customers Making Payment by Check

If you send EDA a check, it will be converted into an electronic funds transfer by copying your check and using the account information on it to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

You will not receive your original check back. Your original check will be destroyed, but a copy of it will be maintained in our office. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of $25.00, which will be collected by EFT.

13. WASTE, FRAUD AND ABUSE: Consistent with 2 CFR part 200, at the Government’s direction, at any time(s) during the estimated useful life Project, Recipient’s personnel responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees (for finances and/or oversight for both this Project and otherwise), will take a training on preventing waste, fraud and abuse as provided by the Government. The Government will provide instructions on when and how to take the training. In the event there are co-recipients of this Award, the obligations in the Special Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter “Fraud Schemes”), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the Government’s Atlanta Regional Counsel at 404-730-3002 and the Department of Commerce, Office of Inspector General, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.
14. **STANDARD TERMS AND CONDITIONS/UNIFORM GUIDANCE:** The Government promulgates regulations that are a.) in many instances Department of Commerce- or Bureau-specific and b.) also in more generic and government-wide in application. These regulations are codified and set out in the Code of Federal Regulations (CFR). Recently, the Office of Management and Budget revised the government-wide Uniform Guidance set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards. References and controlling language from 2 CFR Part 200 appear in the CD-450 Financial Assistance Award, these Specific Award Conditions, and in the Standard Terms and Conditions attached to all construction grants (Awards) made by the U.S. Department of Commerce, Economic Development Administration (EDA).

The most recent revisions to 2 CFR Part 200 governing EDA Awards became effective on November 12, 2020. Additional revisions to 2 CFR Part 200 are anticipated in the future. This Specific Award Condition (SAC) is provided to confirm that fact and advise the Recipient(s) that the version of 2 CFR Part 200 that took effect on November 12, 2020 currently applies to this award and supersedes conflicting provisions of 2 CFR Part 200 appearing in the SF-450 and/or Standard Terms and Conditions and this Exhibit (if any) attached to this Award. Future revisions to 2 CFR Part 200 may further supersede the version that took effect on November 12, 2020.

15. **PERFORMANCE MEASURES:** The Semi-Annual Program Outputs Questionnaire for EDA Grantees (Non-infrastructure programs) (Form ED-916) must be submitted by Recipient to EDA on a semi-annual basis during the period of performance of this Award, or as otherwise directed by EDA. EDA will provide Recipient with the first electronic Outputs Questionnaire approximately six months after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outputs Questionnaires approximately every six months thereafter through the end of the period of performance, or any portion thereof if applicable. Recipient must complete and submit to EDA each electronic Outputs Questionnaire within 30 days of receipt.

The Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917) or the Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918) must be submitted by Recipient to EDA on an annual basis for five years, or as otherwise directed by EDA. If Recipient will directly serve clients (i.e. beneficiaries) under the Authorized Scope of Work, Recipient must submit Form ED-917; if Recipient will not directly serve clients under the Authorized Scope of Work, Recipient must submit Form ED-918. (Recipient should consult the above-listed project officer if Recipient is unsure whether activities in the Authorized Scope of Work constitute serving clients.) Recipient will automatically receive whichever Outcomes Questionnaire is most appropriate, as determined by the EDA project officer, for the Authorized Scope of Work. EDA will provide Recipient with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.
EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports might adversely impact the ability of the Recipient to secure future funding from EDA.
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$25,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>$30,500</td>
</tr>
<tr>
<td>Contractual</td>
<td>$69,500</td>
</tr>
<tr>
<td><strong>Total Direct Charges</strong></td>
<td><strong>$125,000</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$125,000</strong></td>
</tr>
</tbody>
</table>
TO:  John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson        DEPT. Housing & Community Dev
SUBJECT: CITY OF CHARLESTON - GRANT FOR ADU INCENTIVE FROM AARP - AFTER THE FACT APPROVAL

REQUEST: Request the Mayor and City Council approve a grant request in the amount of $100,000 from the 2021 AARP Community Challenge. The grant when received would allow the City to select 10 homeowners to receive $20,000 each to support the development of an affordable Accessory Dwelling Unit on their property. Homeowners selected would need to demonstrate a positive impact to low-and-moderate income residents and/or elderly and disabled persons who may want to "age in place" living close to family members or caregivers while also in compliance with the Fair Housing Act. A match is not required for this grant. However, to incentivize the use of Accessory Dwelling units, staff also proposes utilizing $100,000 from Fee-In-Lieu to leverage the AARP funds and maximize the total number of beneficiaries of the program.

COMMITTEE OF COUNCIL: Ways and Means DATE: April 27, 2021

COORDINATION: This request has been coordinated with:

<table>
<thead>
<tr>
<th>Department</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing &amp; Cmty Dev</td>
<td>Yes</td>
<td>X</td>
</tr>
<tr>
<td>Corporation Counsel</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐

If yes, provide the following:

- Dept./Div.: HCD
- Account #: 473020-42200
- Balance in Account: $2M
- Amount needed for this item: $100,000

Does this document need to be recorded at the RMC’s Office? Yes ☐ No ☑

NEED: Identify any critical time constraint(s).

CFO's Signature: _______________________

FISCAL IMPACT:

Mayor's Signature: _______________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
2021 AARP Community Challenge Application

Grants to make communities livable for people of all ages

**Eligible applications must be submitted through this online application by April 14, 2021, 8:00 p.m. ET**

NOTE: All fields must be filled out completely in order for the application to be accepted. Use "n/a" for "not applicable" where appropriate.

Please click to download a PDF version of this application for reference.
Contact for questions.

BASIC INFORMATION

https://my.reviewer.com/s1/submission/portal/?subid=542162&evid=437621
1. Name of Applicant Organization:*  

NAME OF APPLICANT ORGANIZATION:  
City of Charleston  

2. Amount of this grant request:*  

$100,000  
NOTE: AARP reserves the right to award less funds than requested, so applicants should be prepared to discuss how they would scale down their proposals if asked.

3. Organization Profile.  

How has this organization been involved in work to make this community more livable? Please briefly describe in 1,500 characters or less (including spaces) and include the issues that the organization has worked on.*  

The City’s mission is to preserve and enhance the quality of life of the citizens of the City of Charleston. Through provision of services and government administrative across City Departments, the City is committed to making all its communities more livable.  

Local government exists to provide services that cannot, or should not, be provided by private interests. Providing quality municipal services to our citizens is therefore one of the cornerstones to fulfilling our mission statement. We are committed to ensuring that municipal services and facilities keep pace with the growth of the City while maintaining or improving service in existing areas.  

In 2021, Mayor John Tecklenburg announced the City’s priority issues to include addressing flooding and sea level rise, affordable housing, transportation infrastructure, public safety, economic empowerment, and neighborhood livability.

4. Organization Address:  

ADDRESS:  
80 Broad Street  
CITY:  
Charleston  
STATE: SC  
ZIP:  
29401
5. Organization tax status.
   Please check the one that best applies *
   a municipality

6. Organization Website:
   (IF NONE, ENTER N/A)
   https://www.charleston-sc.gov/

7. Organization Twitter Handle:
   (IF NONE, ENTER N/A)
   https://twitter.com/CityCharleston

8. Organization Facebook Name:
   (IF NONE, ENTER N/A)
   https://www.facebook.com/CityCharleston/

9. Did your organization apply for an AARP Community Challenge grant in 2017, 2018, 2019 or 2020?*
   No, did not apply

10. How did you hear about this grant opportunity?*
    Social Media

   **If the application does not advance when you click next, you likely did not complete all required questions or went over a text limit. Scroll to the top of the page to see if there is an error message.**

POINT OF CONTACT

11. Organization Contact:
    FIRST NAME:
    MATT
LAST NAME: Ojala

TITLE: Deputy Director

PHONE: +1 (843) 724-7351

EMAIL: ojalam@charleston-sc.gov

**If the application does not advance when you click next, you likely did not complete all required questions or went over a text limit. Scroll to the top of the page to see if there is an error message.**

COMMUNITY DETAILS

12. Name of municipality where project will be physically located/delivered:*

City of Charleston, South Carolina

13. Approximate address where this project will be delivered:*

NOTE: This information is for AARP's analysis purposes only and will not be used in award information, etc.

ADDRESS: 80 Broad Street

CITY: Charleston

STATE: *

South Carolina

ZIP CODE: 29401

14. Approximate population for the city/town/area where this project will be delivered:*

https://myreview.com/submit/portal?subid=421625&evlid=437021
NOTE: Please do not enter population ranges. We recommend a quick Internet search of the municipality and population.

The City of Charleston has an approximate population of 135,208 based on the 2018 U.S. Census estimate.

15. Would you describe this community as:*

Urban

**If the application does not advance when you click next, you likely did not complete all required questions or went over a text limit. Scroll to the top of the page to see if there is an error message.**

**PROJECT DESCRIPTION**

16. Project Description.

Please provide a description of your project in 2,000 characters or less (including spaces).*

The City of Charleston, South Carolina (City) is requesting $100,000 in AARP grant funding and contributing a $100,000 match for a total project budget of $200,000 if awarded. The City will launch the, "ADU Initiative," a new program to support the development of accessory dwelling units (ADUs) with the goal to increase the availability of accessible and affordable housing options in Charleston. The City will select 10 homeowners to receive $20,000 each to support the development of an ADU on their property. Homeowners selected to participate in the ADU initiative will need to demonstrate a positive impact to low-and-moderate income residents and/or elderly and disabled persons who may want to "age in place" living close to family members or caregivers while also in compliance with the Fair Housing Act.

In the summer of 2020, the Charleston City Council approved an ordinance to remove barriers that previously restricted the development of ADUs. The ordinance includes specific language prioritizing ADUs as a method to increase Charleston’s affordable housing supply. Homeowners can provide the ADU free-of-cost to family members or rent it as an affordable housing unit. ADUs rented to non-family members shall meet affordable housing income and rental thresholds for those earning at or below 80% Area Median Income.

Since the ordinance’s approval, ADU development has been very slow due to the funding restraints of homeowners and the skyrocketed construction costs as a result of the COVID-19 ongoing global pandemic. The City of Charleston’s Housing and Community Development Department and Mayor’s Office on Aging identified the AARP Community Challenge grant as a viable solution to jumpstart ADU development in Charleston.

By partnering with AARP, the City's "ADU Initiative" will grow the volume of housing supply for people of all ages; create additional housing options for renters, and provide homeowners with the opportunity to earn rental income.

NOTE: This grant may NOT be used for the following activities:

https://myreviewer.com/s/1/submission/j/portal?subid=5421f02&awid=437621
17. Project Short Summary.

In under 250 characters (including spaces), please describe your project and the impact it will have on the community. Think of it as a one or two sentence summary, you would include in a press release.*

*For example: This project will turn overgrown vacant lots into community gardens, and install artistic benches and murals at a park frequented by older adults and children.

This grant will support the City of Charleston’s “ADU Initiative” to support the development of accessory dwelling units (ADUs) with the goal to increase the availability of accessible and affordable housing options in Charleston, SC.

OPTIONAL: UPLOAD ONE ATTACHMENT IF NEEDED. (THIS IS NOT NECESSARY, BUT YOU MAY SHARE ONE DOCUMENT, I.E., DESIGNS, MAP, PHOTO, SUPPORTING MATERIALS. COMBINE MULTIPLE ITEMS INTO ONE DOC.)


Which of the following social impact goals BEST describes your project?*

*NOTE: Even if several apply, please select only the one that BEST describes your project.

creating a range of housing options for people to safely live

19. Project Category.

Please select the category below that best describes your project, along with the primary corresponding sub-category.*

*NOTE: We understand there is some crossover between categories and that several might apply to your project. Please select the main category that closest aligns with your initial goal.

Housing
Please select a Housing Sub-Category*

A.

20. Project Deliverables.

Please specify the individual deliverables of your project. Quantify and provide as much detail as you can about any physical structures (such as benches, lighting signage, etc.), events, dates, addresses, communications, people reached, volunteers involved, etc. within 300 characters (including spaces) for each deliverable.

For example:

- I. The Organization will purchase and install structures with LED lighting with custom side panels at (ADDRESS)
  - Quantity: 3
- II. The Organization will purchase and install ADA compliant benches at (ADDRESS)
  - Quantity: 7
- III. The Organization will purchase and install AARP branded signage at (ADDRESS)
  - Quantity: 15
- IV. The Organization will purchase and install raised garden beds
  - Quantity: 10
- V. The Organization will hold event on (DATE) (event examples: workshops, hackathon, trainings)
  - Quantity: 1
- VI. The Organization will train community members at workshops
  - Quantity: 250 goal
- VII. The Organization will hold a (kick-off, ribbon cutting, etc.) event on November 1, 2021
  - Quantity: 1
- VIII. The Organization has a goal of attendees at event
  - Quantity: 400
- IX. The Organization will engage volunteers over the course of the project – including painting benches, installation, and the kick-off event
  - Quantity: goal of 70

DELIBERABLE 1: (UNDER 300 CHARACTERS (INCLUDING SPACES))

The City will support the development of 10 ADUs by selecting 10 homeowners to receive $20,000 towards the development of an ADU on their property. The ADU will be required to be either provided rent-free to a family member or rented to an individual or family earning at or below 80% AMI level.

QUANTITY:
10 ADUs

DELIBERABLE 2: (UNDER 300 CHARACTERS (INCLUDING SPACES))

The City will procure preapproved design plans for participating homeowners to expedite the permitting process and reduce the overall development costs.
QUANTITY:
3 sets of plans

DELIVERABLE 3: (UNDER 300 CHARACTERS INCLUDING SPACES)
The City will create and implement a new manual of internal procedures for the “ADU Initiative” that expedites permitting for ADUs and overcomes previously identified zoning barriers.

QUANTITY:
1 manual

DELIVERABLE 4: (UNDER 300 CHARACTERS INCLUDING SPACES)
The City will create and implement a new outreach plan to reach 20,000 households. Outreach methods will include the press, community organizations, neighborhood associations, and social to name a few.

QUANTITY:
1 outreach plan

DELIVERABLE 5: (UNDER 300 CHARACTERS INCLUDING SPACES)
The City will hold a kick-off event in the fall of 2021 to inform the public about the newly launched “ADU Initiative.”

QUANTITY:
1 event

How many more deliverables would you like to add?
2

DELIVERABLE 6: (UNDER 300 CHARACTERS INCLUDING SPACES)
The City has a goal of attendees at the kick-off event (held either in-person or online, depending on COVID-19 conditions)

QUANTITY:
100 attendees

DELIVERABLE 7: (UNDER 300 CHARACTERS INCLUDING SPACES)
The City will engage 10 volunteers over the course of the project who can share information regarding the benefits of ADUs and the opportunities provided by the “ADU Initiative.”

QUANTITY:
10 volunteers

21. Project Type*

NOTE: Proposals for the project types described below will be prioritized over those that support ongoing programming or events
Permanent physical fixtures in the community

***If the application does not advance when you click next, you likely did not complete all required questions or went over a text limit. Scroll to the top of the page to see if there is an error message.***

PROJECT NARRATIVE AND BUDGET

22. Livable Communities Activities.

Please provide a brief summary of the ongoing efforts to make this community more livable for all ages and share how the Community Challenge project will support that effort and have a lasting impact.*

Please complete section with 2,000 characters or fewer (including spaces).

The City of Charleston, SC is actively addressing its affordable housing crisis. Currently, the population continues to grow rapidly, the price of housing is outpacing wages, and environmental factors limit efforts to increase density. Over the next decade, there will be a need for an additional 18,351 affordable homes.

To address the current and future affordable housing demands, Mayor John Tecklenburg and the Charleston City Council have taken action on a variety of fronts, including the approval of a $20 million referendum to develop affordable housing, creation of a Community Land Trust, and passage of the ADU ordinance.

Mayor Tecklenburg and Council approved the ordinance to develop ADUs in single-family neighborhoods with a provision that ADU rentals must either serve family members of the household free of cost, or rented to those earning at or below 80% the Area Median Income. The current administration continues to move forward affordable housing initiatives and related issues such as flooding and sea level rise, transportation infrastructure, public safety, economic empowerment, and neighborhood livability.

The City is well-positioned to translate their recent affordable housing policies into action. The City of Charleston’s Housing and Community Development Department and Mayor’s Office on Aging identified the AARP Community Challenge grant as a viable solution to jumpstart ADU development in Charleston.

The City’s “ADU Initiative” is unique in that it will directly support the expedited development of 10 ADUs while also laying the groundwork for future homeowner participation by creating new internal policies, hosting outreach events, and engaging volunteers to spread the word in their own neighborhoods.

23. Community engagement.

Please describe how residents and local organizations have been engaged in the area’s livable communities’ activities to date. How will you engage the community and involve older adults as you execute this grant?*

Please complete section with 2,000 characters or fewer (including spaces).
The success of Charleston's "ADU Initiative" will depend upon the continued support from residents and local organizations. In 2023, the City engaged various community-based stakeholders during the development of the "Housing for a Fair Charleston Plan," a comprehensive document that sets forth recommendations in the areas of policy, budget, community building, and education as it relates to creating and preserving affordable housing.

The City encouraged stakeholders to share their input on Charleston's current affordable housing crisis and offer their thoughts on how the crisis may be overcome in the future. Stakeholder input was translated into a set of 35 recommendations included in the plan. To date, the City has begun to implement 21 of the 35 recommendations, which includes the successful approval of the ADU ordinance mentioned previously.

The "ADU Initiative" represents the next logical step to capitalize on momentum, develop new ADUs, and continue to advocate for affordable housing options in partnership with community-based stakeholders.

While the "ADU Initiative" will provide affordable housing options to people of all backgrounds, the City also recognizes the initiative will offer specific benefits to the elderly population in Charleston. The development of ADUs represents an opportunity for the elderly to "age in place," meaning they can stay in their communities rather than facing the stress and dislocation of moving to a new neighborhood.

ADUs can help the elderly find a ground-level living arrangement that is both safe and within close proximity to a family member or caregiver. Lastly, ADUs can be rented and may provide retirement income for the elderly.

The Mayor's Office on Aging will take the lead on conducting outreach with the elderly population to ensure they are represented in the homeowner participation of the "ADU Initiative." The Office on Aging will engage with neighborhood associations, senior community centers, and nonprofits to effectively engage the elderly.

24. Role of volunteers.

Will volunteers play a role in the implementation of the Community Challenge project?*

Yes

Do you anticipate volunteers age 50 and older playing a role in the implementation of the Community Challenge project?*

Yes

Please describe the role that volunteers (particularly those 50+) will play in implementing the Community Challenge project.**

Please complete section with 2,000 characters or fewer (including spaces).

The City will engage volunteers to serve as Ambassadors of the "ADU Initiative." Ambassadors will share information with their communities regarding the "ADU Initiative" and the benefits that building an ADU can present to homeowners and their families. Ambassadors may include retired architects, contractors, etc. who have capacity to provide outreach and information regarding the "ADU Initiative."
Regardless of your project category, will your project focus on, impact or benefit a specific multicultural population in the community?*

Yes

If so, please select the one or two who will be primarily impacted below.*

Hispanic/Latino/African American/Black

Please describe how the effort focuses on or impacts this multicultural or diverse population(s).*

Please complete section with 2,000 characters or fewer (including spaces).

Increasing the number of affordable housing options is critical to addressing gentrification in Charleston. ADUs are a key component of the City's effort to create affordable housing for people of all backgrounds, including people of color who have seen their neighborhoods gentrify.

In Charleston, real estate prices have soared in recent years and the City has seen dramatic demographic shifts. In 2017, Realtor.com cut a report which ranked Charleston as number one on the list of "fastest gentrifying cities" in the United States.

Neighborhoods across the City have been threatened with gentrification and displacement, especially on the Charleston Peninsula. For example, the downtown changed from being over 60 percent black in the 1980s to being only roughly 30 percent black as of the 2010 census.


Will your project improve or address existing disparities (including racial or economic) in the community?*

Yes

PLEASE DESCRIBE: PLEASE COMPLETE SECTION WITH 2,000 CHARACTERS OR FEWER (INCLUDING SPACES).

The "ADU Initiative" seeks to address disparities in our City by creating more affordable housing options and address the needs of individuals and families who are cost burdened.

To most people living in the rest of the United States, the image of Charleston is captured by the pristine images of the Lower Peninsula beautiful cobble stone streets, historic structures, and colorful and intricate homes. However, this pristine image is a reality for very few, and is contrasted by images of structures in need of repair owned by families who can no longer afford to maintain their homes. Unfortunately, many residents who are critical to the fabric of the City are being pushed out.

HUD defines anyone who is paying more than 30% of their income towards housing as cost-burdened. This typically describes families that may have difficulty affording other necessities such as food, health care, clothes, or transportation.

Approximately 1 in 3 Charleston homeowners and 1 in 2 Charleston renters are cost burdened. This means that a good portion of the Charleston population is havin...
difficulty affording basic necessities. Cost burden is also not contained to one or two neighborhoods in Charleston; residents in almost all neighborhoods are experiencing cost burden.

27. Accessibility.

Will your project focus on improving accessibility for people of all abilities?*

No

28. Matching Funds and In-Kind Support.

Matching funds are not required. However, please detail any matching funds or in-kind support the organization will receive to contribute toward this project.

Please complete each section with 1,500 characters or fewer (including spaces).

Nonprofit

MATCHING FUNDS ($) 
IN-KIND SUPPORT

Private

MATCHING FUNDS ($) 
IN-KIND SUPPORT

Public

MATCHING FUNDS ($) 
$100,000
IN-KIND SUPPORT 
$20,000

29. Project Budget.

Please specify what expenses will be covered by the grant. Itemize anticipated expenses and income (if any) for this proposal.

Please complete each section with 1,500 characters or fewer (including spaces).

Contracted services costs

EXPENSE: 
$100,000
ADDITIONAL INFORMATION:
Construction grants of $20,000 per ADU

Staff costs, if any

EXPENSE:

0

ADDITIONAL INFORMATION:

Materials & supplies, if any

EXPENSE:

0

ADDITIONAL INFORMATION:

Travel expenses, if any

EXPENSE:

0

ADDITIONAL INFORMATION:

TOTAL REQUESTED

EXPENSE TOTAL:

$100,000

30. How will you use AARP branding?*

*Please complete section with 2,000 characters or fewer (including spaces)

AARP branding will be utilized throughout the "ADU Initiative." Throughout public outreach and events, AARP branding will be included on all materials and AARP representatives will be invited to participate. AARP branding will also be included in any press releases, social media, or other communications.

31. Other Funding.

AARP might be contacted by other potential funders that could be interested in funding projects that were not funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge. If requested, AARP would like to send your contact information, organization name and a short description of your proposal, including the community where the project would take place ("Project Information"). Please note that these projects will be subject to any potential funder's own terms, conditions, and review. Please indicate in your application whether or not you give permission to AARP to share your Project Information with other potential funders. If you select "yes," you agree on behalf of yourself and your
organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with sharing the Project Information with potential funders. We will alert you before this Project Information is given to potential funders.

Do you give AARP permission to share this Project Information with other organizations that might be interested in funding your project?*

Yes

An opportunity for other possible AARP funding.

Please note that by submitting a proposal for the AARP Community Challenge Initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

NOTIFICATION

When you SUBMIT this application, you will receive a confirmation email within the hour. If you do NOT receive a submission confirmation, you may not have submitted it successfully. Please go back and make sure you completed all required questions and did not go over the text box character limits.

All applicants will be notified of their funding status by email in June. In order to receive funding, selected applicants must execute and return a binding Memorandum of Understanding and completed financial forms to the AARP National office.

**If the application does not advance when you click next, you likely did not complete all required questions or went over a text limit. Scroll to the top of the page to see if there is an error message.**

NAME: Matt Ojala
EMAIL: ojalem@charleston-sc.gov
ADDRESS
ADDRESS LINE 1
ADDRESS LINE 2
CITY
STATE/REGION
ZIP/POSTAL CODE
COUNTRY Andorra

https://my.review.com/t?id=1932100002001592762?cid=542162&vid=437621
Released in 2020, the Housing for a Fair Charleston report details the housing affordability challenges faced by the City and the opportunities available to create and preserve affordable housing.

Notably, the plan called for the approval of an ADU ordinance that removes barriers to permitting ADUs. City Council approved such an ordinance in summer 2020.