

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND CNA CORPORATION FOR
RACIAL BIAS AUDIT OF THE CHARLESTON POLICE DEPARTMENT

THIS AGREEMENT is entered into this 18th day of December, 2018
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 CNA Corporation (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 Racial Bias Audit of the Charleston
Police Department in accordance with Solicitation #18-P022R. All attachments and
exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #18-P022R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Cost Proposal
Exhibit F: Clarification on Deliverables
Exhibit G: Data Sharing Agreement

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 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. If the City request the Contractor to testify in any cases, the City will negotiate expenses incurred by the Contractor.

§2. CONTRACT 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.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed \$158,556.26 (One Hundred Thousand Fifty-Eight Five Hundred Fifty-Six Dollars and Twenty-Six Cents) in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment to the Contractor shall be made after services 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 intentional 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:	City of Charleston
	John J. Tecklenburg
	Mayor
	PO Box 304
	Charleston, SC 29402
To:	CNA Corporation
	Timothy L. Beres
	Executive Vice President
	3003 Washington Blvd.
	Arlington, VA 22201

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 sub-contractors 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.

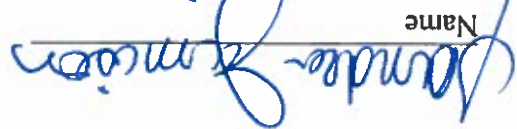
The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

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:



Date: 12-18-18

Name: 

Date: 12-18-18

WITNESSES FOR VENDOR:



Name:

Date: 12/7/18

Such Survivors

Name: 

Date: 12/7/2018

Nicholas W. Hunter

Director

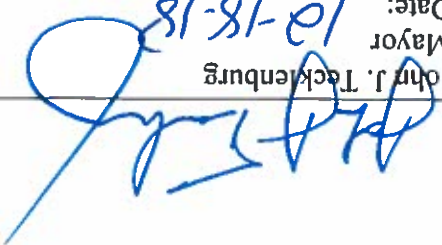
Date: 12/7/2018



John J. Tecklenburg

Mayor

Date: 12-18-18





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

EXHIBIT A

Proposal Number: 18-P022R	
Proposals will be received until: May 25, 2018 @ 12:00pm	
Proposal Title: Racial Bias Audit of the Charleston Police Department	
Mailing Date: May 1, 2018	
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: _____	
Date: _____	
Title: _____	
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 Racial Bias Audit of the Charleston Police Department. 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 Gary Cooper or Robin Barrett Robinson no later than 1:00pm on May 10, 2018. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperge@charleston-sc.gov or Robin Barrett 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 hand writing 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) 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 certificate(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. 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 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.

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 SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, 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 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.

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 Government 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.

NO PROPOSAL RESPONSE FORM

Proposal Number: 18-P022R Proposals will be received until: May 25, 2018 @ 12:00pm	
Proposal Title: Racial Bias Audit of the Charleston Police Department	
Mailing Date: May 1, 2018 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.	

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:

Proposal Number: 18-P022R	Proposals will be received until: May 25, 2018 @ 12:00pm
Proposal Title: Racial Bias Audit of the Charleston Police Department	
Mailing Date: May 1, 2018	Direct Inquiries to: Robin B. Robinson

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 _____ Printed Name _____ Title _____ Telephone Number/Toll Free Also (If Available) _____ Remittance Address _____ City, State, Zip _____ Email _____	Federal Tax ID (FEIN)/SS Number _____ SC Sales Tax Number _____ City, State, Zip _____ Date _____ Fax Number _____
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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 Contractor; 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 Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

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 Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@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.

- ☐ Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

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

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.

1. Minority Firm Name and Contact	Minority Firm Address	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address
Minority Firm Telephone Number Minority Firm Fax Number DBE Certification Number	Minority Firm Name and Contact	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address
2. Minority Firm Name and Contact	Minority Firm Address	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address
Minority Firm Telephone Number Minority Firm Fax Number DBE Certification Number	Minority Firm Name and Contact	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address
3. Minority Firm Name and Contact	Minority Firm Address	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address
Minority Firm Telephone Number Minority Firm Fax Number DBE Certification Number	Minority Firm Name and Contact	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address
4. Minority Firm Name and Contact	Minority Firm Address	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address
Minority Firm Telephone Number Minority Firm Fax Number DBE Certification Number	Minority Firm Name and Contact	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification	Minority Firm Address

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 _____ (Name of Bidder). I hereby certify that on the _____

(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:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

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: _____

Notary Public for the State of _____

Notary Seal: _____

Sworn to before me this _____ day of _____, 20____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____

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

AFFIDAVIT C

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: _____

Notary Seal:

Sworn to before me this _____ day of _____, 20____.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____

GENERAL INFORMATION

The City of Charleston, South Carolina is soliciting proposals from qualified firms for our Racial Bias Audit 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 on May 10, 2018.* 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 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

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 (*May 25, 2018 @ 12:00pm*) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must submit one (1) unbound Original and fourteen (14) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD). 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 software 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 (*single sided only*) and all documentation submitted with the proposal should be bound in that single volume, where practical.

- a) All bids should be clearly marked "18-P022R Racial Bias Audit for the Charleston Police Department" and submitted in a sealed envelope.
- b) Bids 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.
- c) Proposals must be received in the City's Procurement Office no later than 12:00pm on May 25, 2018. Late proposals will not be accepted for any reason.
- d) No more than one bid may be submitted by any Vendor.
- e) The bid must be signed by an official authorized to contractually bind the Vendor.
- f) All forms from this solicitation requiring signature must be included in the bid.

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

- **Understanding of the Community and Audit Objectives**
- **Past Performance and Experience of Relevant Current and Past Projects /**
- **Qualifications of Key Personnel**
- **Effectiveness of the Work Plan in Address Community Concerns**
- **Organization and Approach to the Proposal Submission and Schedule**
- **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.

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

Name: _____ Address: _____ Phone/Fax: _____ Email: _____	Name: _____ Address: _____ Phone/Fax: _____ Email: _____	Name: _____ Address: _____ Phone/Fax: _____ Email: _____	Name: _____ Address: _____ Phone/Fax: _____ Email: _____
---	---	---	---

Scope of Work for Racial Bias Audit of the Charleston Police Department

Goals

- Assess, monitor, and assist the Charleston Police Department (CPD) in concert with the community to uncover any aspects of implicit bias, as well as systemic and individual racial bias.
- Assess the impact of enforcement operations on historically marginalized and discriminated against populations, particularly the African-American community.
- Provide recommendations for reforms that improve: community-oriented policing practices, transparency, professionalism, accountability, community inclusion, fairness, effectiveness, and public trust, taking into account national best practices and community expectations.
- Engage the community to understand both experiences and expectations of interactions with CPD.

Parameters

- Access, consistent with State & Federal laws, to all police department personnel at all levels, including School Resource Officers (SROs).
- Access to all data, incidents, complaints, discipline files, policies and practices over a five-year period, consistent with State & Federal laws.
- Review of neighboring jurisdictions' best practices.
- Inclusion, engagement, and participatory decision-making with the public including statistically valid surveys, interviews, focus groups or charrettes.

Areas of Assessment

1. Assess the impact of enforcement operations on historically marginalized and discriminated against populations. Written and unwritten policies, procedures, and training to address the issue of bias that must include investigating:

- a) Patterns and trends in encounters with the public- particularly field contact and pedestrian stops, traffic stops, and investigatory stops.
- b) Outcomes of stops: questioning, warning, frisks, searches and seizures, ticketing, arrests, and use of force.
- c) Total number of stops and efficacy in reducing crime or creating perception of harassment.
- d) Officers' training in racial bias, use of force, firearms, less-lethal weapons, crisis intervention, de-escalation, vehicle pursuits, and defensive tactics.
- e) Reviewing a select percentage of internal investigations of critical incidents, internal affairs investigations, and uses of force.
- f) Patterns and trends in use of force by city geography, community characteristics, departmental units, incident factors, subject demographics, and officer demographics.
- g) Patterns and trends of encounters of SRO with youth in schools.
- h) Incident review process and mechanisms for oversight, accountability, and organizational learning to address the issue of bias.

2. Assess community-oriented policing practices throughout the department, including:

- a) Policies, practices, and training to institutionalize community policing, procedural justice, and fair and impartial policing as organizational philosophy.
- b) An assessment of officer activity to identify the degree to which officers are performing community policing, problem solving, and non-traditional policing strategies.
- c) Organizational strategies and plans for community-oriented policing.
- d) Transparency and public communication of policies, procedures, and agency data.
- e) Policies and procedures on the use of in-car and body-worn cameras.

3. Assess complaint process, internal and external, including:

- a) All allegations/complaints of racial bias received by Charleston PD over the past five years be reviewed as well as the Police Department's response and investigation of those complaints.
- b) Patterns and trends in citizen and officer complaints, case processing, and outcomes.
- c) Evaluate citizen trust and use of the complaint process by different demographics.
- d) Roles, authority, and operational responsibilities throughout the process.
- e) Internal and external procedural justice.
- f) Transparency and communication with all involved parties.
- g) Remediation and disciplinary mechanisms.
- h) Mechanisms for oversight, accountability, and organizational learning from citizen complaints and officer misconduct.

4. Assess recruitment, hiring, promotions and personnel practices, including:

- a) Policies, procedures, and training regarding hiring standards, practices, and protocols.
- b) Community engagement in the development of strategies in the recruitment and hiring process that will lead to a diverse work force, including SROs.
- c) Patterns and trends in diversity across units and ranks.
- d) Promotional policies, procedures, and practices.
- e) Internal procedural justice; particularly internal officer complaints.
- f) Communication protocols and practices.

Deliverables

- Provide updates to the five districts of the City of Charleston (James Island, Johns Island, West Ashley, Daniel Island and Downtown) and community stakeholders including presentations of draft findings prior to finalizing the report.
- A detailed final report on the status of CPD in the identified areas of assessment, including identifying areas of high performance and recommendations for improvement should be submitted to the Mayor & Public Safety Committee.
- Gap analysis should be done and gaps or needs should be clearly identified
- Best practices and innovations in law enforcement should be identified for the areas of assessment, with specific detail on best practices and innovations applicable to improvement.

- For each of the areas of assessment, wherever improvement might be possible in achieving the goals listed, the report should provide actionable recommendations; recommendations may include a wide array of forms, including program refinements, new strategies, resource modifications, etc.
- The final report on both the status of the Charleston Police Department and the recommendations shall be provided in a format specified by the City, electronically and in hard copy, and shall become the property of the City of Charleston to be released to the public at large.
- Make a presentation to the public after release of final report.

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.

EXHIBIT B



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

Addendum #1 – Q&A

T: (843) 724-7312
F: (843) 720-3872

Date: May 10, 2018
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #18-P022R – Racial Bias Audit of the Charleston Police Department RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

Q-1 I am a certified Minority Owned Business Enterprise (MBE) and a State of Texas Historically Underutilized Business (HUB) certified firm. Please advise if the State of South Carolina has MWBE reciprocal certification. If not, please advise if I were to seek an expedited M/WBE Certification for the State of South Carolina's MWBE Program, would I have to be certified at submission date for subject solicitation?

A-1 The City of Charleston's MBE office will reciprocate MWBE certification from certain organizations/agencies. Please contact the City of Charleston's M/WBE Manager, Theron M. Snype, to learn more about this process. His contact information is provided on page 19 of the solicitation document, MWBE Compliance Provisions and Instructions. Good Faith Effort documents.

Q-2 We are considering using a subject matter expert as a consultant, but they do not have a consulting firm. With respect to the MWBE Compliance Provisions, we assume that a consulting agreement with an individual would not be considered a subcontract for the purposes of the 20% MWBE goal and the required Affidavit. We note that the consulting services listed on the Bidline website are all LLC entities and not individuals. Would you please confirm our assumption?

A-2 The City of Charleston goals for M/WBE participation are based upon contracting with organized businesses, not individuals.

Q-3 What is the anticipated start date and period of performance?

A-3 The anticipated start date is late July or August. Each vendor should provide their estimated schedule.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Offeror

Title

Authorized Representative

Date

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 maintained through the duration of this project 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 Contractor; 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

EXHIBIT D

**Racial Bias Audit of the Charleston
Police Department**

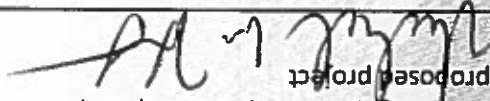
**Response to Request for Proposal:
18-P022R**

May 23, 2018

Submitted to:
The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Submitted by:
Nicholas Hunter
CNA
3003 Washington Blvd.
Arlington, VA 22201

I, the undersigned, being duly authorized to submit this application on behalf of the CNA Corporation, hereby represent and certify that all required documents have been submitted and to the best of my knowledge, are true, are complete, and accurately describe the proposed project



Nicholas W. Hunter

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction

CNA



May 25, 2018

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

Reference: RFP 18-P022R

Dear Sir or Madam:

CNA is pleased to submit the attached proposal in response to Request for Proposal (RFP) number 18-P022R to conduct a racial bias audit of the Charleston Police Department. As required by the RFP, our submission consists of one (1) unbound Original and fourteen (14) bound copies of the Proposal, plus one (1) electronic copy (flash drive or CD).

CNA, a not-for-profit research and analysis organization, has more than 75 years of experience providing objective analysis of high-profile issues for both civilian and military clients. CNA has conducted numerous assessments and audits of police policies and procedures related to traffic stops, use of force, internal investigations, and training in police departments across the country, including Fayetteville, North Carolina; Las Vegas, Nevada; Spokane, Washington; and Philadelphia, Pennsylvania.

Our proposed team includes Chief (ret.) Harold Medlock (Fayetteville Police Department), Chief (ret.) Rodney Monroe (Charlotte-Mecklenburg Police Department), Mr. Stephen Rickman (Former Executive Director for the Department of Justice (DOJ) Weed and Seed Initiative); Denise Rodriguez (CNA lead investigator in the Fayetteville assessment); and Zoë Thorkildsen (CNA Research Scientist). Using our proven assessment approach—which incorporates best practices, evidence-based research, and lessons learned—we will work collaboratively with the City of Charleston, its community, and its police department. We will develop operational improvements for the department, and we will actively engage community stakeholders in the process to ensure that agency reforms build community trust and police legitimacy.

CNA agrees with all terms, conditions, and provisions included in the solicitation. Our point of contact is Nick Hunter (hunter@cna.org; phone: 703-824-2082; fax: 703-824-2949; 3003 Washington Blvd., Arlington, Virginia, 22201). Thank you for considering our proposal and we look forward to the possibility of providing support to this timely and important program.

Sincerely,

Timothy L. Beres

Executive Vice President, CNA Institute for Public Research
703-824-2966 (phone)
beres@cna.org

3003 Washington Boulevard, Arlington, VA 22201

Professional Associations

Board Member, Juvenile Justice Coordinating Committee

Board Member, Catholic Youth Organization

Board Member, YMCA

Member, Juvenile Drug Court Team

Member, National Organization of Black Law

Member, Enforcement Executives

Member, North Carolina Association of Chiefs of Police

Member, International Association of Chiefs of Police

Member, North Carolina Governor's Crime Commission

Awards

Hornet's Community Hero Award, 2016

North Carolina Long Leaf Pine Award, 2015

National Association of Negro Business and Professional Women's Club, Man of the Year Award, 2014

Johnson C. Smith University, President's Award, 2014

City of Richmond, Richmonder of the Year, 2008

Gartner Business Intelligence Excellence Award, 2007

IACP, Webber-Seavy Award for Outstanding Crime Reduction Efforts, 2006 and 2007

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Stephen Rickman

Qualification Summary

Mr. Stephen Rickman brings an exceptional record of hands-on experience in the management and direction of programs and projects in support of government operations at all levels. He has over 25 years of experience in high-level positions in the public safety and community support areas. His public service portfolio includes directing the Washington, DC, Criminal Justice Statistics Analysis Center and serving as organizer and Vice Chair of the Community Prevention Partnership, President of the Justice Research Statistics Association, Director of the Washington, DC Homeland Security and Emergency Management Agency, Division Director for the DOJ Bureau of Justice Assistance, DOJ Career Senior Executive Service member, Director of the DOJ Weed and Seed program, Readiness Director for the White House Office of Homeland Security (detail from DOJ), and Director of Criminal Justice Practice Area for CNA, a not-for-profit research organization serving public service agencies, and, currently, as an Associate Monitor for the Albuquerque, New Mexico, Police Department, a Department of Justice subject matter expert for the Body-Worn Camera Technical Assistance Project, and for the Office of Justice Programs Diagnostic Center.

From 1991 to 1995, Mr. Rickman served as Director of the DC Office of Homeland Security and Emergency Management. During his tenure, he coordinated responses to civil disturbances, major fires, and region-wide water emergencies. He headed a city-wide violent crime task force.

As the Executive Director of Weed and Seed, Mr. Rickman helped establish a police community collaborative in nearly 300 jurisdictions. He worked closely with community stakeholders to help forge strategic partnerships to enhance trust and cooperation among community residents and criminal justice organizations. On numerous occasions, he worked with DOJ's Office of Community Relations Service in responding to critical events around the nation. For example, he was deployed to St. Petersburg, Florida, to help resolve disputes between community groups and the police after police shootings led to civil disturbances. On another occasion, he was dispatched to Benton Harbor, Michigan, to help restore community confidence in local police after a string of homicides.

Mr. Rickman has a longstanding history in community mobilization. While working for the District of Columbia, he established a network of community empowerment centers in distressed neighborhoods to improve the coordination of service delivery. He championed public-private partnerships while directing Weed and Seed and worked with community development corporations and local non-profit entities to leverage federal dollars to expand economic opportunities and enhance public safety in distressed communities.

During his tenure at CNA, a non-profit research and analysis organization in Arlington, Virginia, he guided the development of the criminal justice practice area, including launching the DOJ Smart Policing Initiative, which has successfully promoted and funded analytics, police-university research partnerships, and the use of evidence-based practices in over 30 police departments around the nation. He also co-authored a groundbreaking report on police shootings in Las Vegas, Nevada, that provided a series of recommendations to address issues concerning fair and impartial policing and excessive use of force by police

agencies. He also helped secure funding from the National Institute of Justice for a new study of the effects of body-worn cameras on police complaints and use of force.	
Education PhD.(Candidate) (ABD) Clinical and Community Psychology, Howard University, Washington, DC, 1980 Graduate Studies, Criminal Justice Planning and Evaluation, University of Wisconsin, Oshkosh, WI, 1979-1980 MS, Clinical and Community Psychology, Howard University, Washington, DC, 1976 BS, Psychology, Howard University, Washington, DC, 1972	Relevant Skill sets for Community Engagement • History of developing community police partnerships • Knowledge and experience with evidence-based community engagement practices • Prove ability to work effectively with both law enforcement and community stakeholders in addressing public safety challenges

Relevant Work Experience

Office of Justice Programs Diagnostic Center
Senior Consultant/Deputy Director
Mr. Rickman serves as a senior consultant for this training and technical assistance center that responds to high-level requests from state and local agencies to employ data-driven solutions and introduce evidence-based practices to address critical criminal justice needs. His current work includes helping agencies address police misconduct issues, enhancing police community relations, and developing evidence-based training curriculum.

PMRINC Associates
Associate Police Monitor
Mr. Rickman is responsible for monitoring community engagement, community policing, and other aspects of the Albuquerque, New Mexico Police Department settlement agreement and provide technical assistance to enhance community input into police operations.

Department of Justice Office of Civil Rights
Senior Consultant working with Maricopa County to enhance police community relations, focusing on improved functioning of community advisory boards.

CNA Corporation
Director for Criminal Justice
Mr. Rickman served as Director for Criminal Justice for CNA. He also played a major role in developing and implementing CNA's safety and security-related government support projects, often serving as project director, guiding business and proposal development, organizing various workshops and seminars on national topics of interest, and working projects in numerous states and local communities.

2002 – Present
Consultative Services
Mr. Rickman has provided a range of consultative services, including conference support, public safety training, and subject matter expertise on evidence-based programming to numerous organizations, including: the Community Capacity Development Office (DOJ), Office of Community Services (US Department of Health and Human Services), National Sheriffs Association, National Criminal Justice Association, Locus Systems Inc., Convergence Inc., Urban Technology Inc., and Booz Allen Hamilton.

2001 – 2002
White House Office of Homeland Security
Director of Readiness
Mr. Rickman served as director of readiness and was responsible for coordinating readiness and preparedness programs in post-9/11 environments and also had lead responsibility for coordinating homeland and security efforts in the National Capital Region (NCR). He organized the first NCR homeland and security regional summit; worked with federal agencies to coordinate national exercises and training programs related to weapons of mass destruction, promoted standards work and interoperability for homeland and security-related equipment, and was part of team that drafted the first national homeland and security strategy.

1996 – 2001
US Department of Justice
Executive Director of Weed and Seed
Mr. Rickman served as the Executive Director of Weed and Seed, a DOJ community-based crime reduction and prevention program. He directed the program's expansion from 16 to over 300 sites and developed much of its current guidelines, policies, and procedures. He was also part of a DOJ policy team that helped to shape public safety policies and initiatives.

1995 – 1996
US Department of Justice
Division Director for the Bureau of Justice Assistance
Mr. Rickman served as Division Director for the Bureau of Justice Assistance and provided oversight for Crimes Act Programs, including violence against women, truth in sentencing, and drug courts. He engaged in program planning, budgeting, and implementation oversight for each of these program areas.

1991 – 1995
District of Columbia Government
Director of the Office of Emergency Preparedness
Mr. Rickman served as the Director of the Office of Emergency Preparedness (Emergency Management Agency). He was responsible for coordinating responses to disasters and emergencies in the District of Columbia. He worked closely with other District agencies and community stakeholders and was responsible for management of District's emergency management training and exercise programs. He also established and directed a network of community empowerment centers that coordinated government service delivery and built public-private partnerships to expand economic opportunities.

1989 – 1991
District of Columbia Government
Special Assistant to the City Administrator for Public Safety

Mr. Rickman served as Special Assistant to the City Administrator for Public Safety. He was responsible for coordinating the activities of the District's public safety agencies, including its Emergency Management Agency on behalf of the City Administrator and the Mayor.

University of the District of Columbia
Adjunct Professor
Mr. Rickman served as an adjunct professor in the Department of Psychology.

Professional Associations

National Center for the Victims of Crime
Treasurer and Executive Committee Member
Mr. Rickman serves as Treasurer and member of the Executive Committee for this national organization representing crime victims and local crime victim organizations from around the nation. The organization provides advocacy for victim support funding, legislation promoting crime victim rights, and training programs for victim service providers.

Community Prevention Partnership
Co-founder
1991 – 1995
Mr. Rickman was one of the founders of this community-based group that organized neighborhoods to implement strategies and programs to reduce drug use among youth. Neighborhood-based committees were established and supported throughout the nation's capital to promote alternative programming for youth.

Justice Research and Statistics Association
President and Board Member
1989 – 1992
Mr. Rickman served as President and Board Member of this national organization committed to promoting criminal justice research. The organization included representation from 50 states and managed research-related programs on behalf of DOJ.

Awards

- National Merit Scholarship Finalist, 1968
- District of Columbia Office of Criminal Justice Plans and Analysis Leadership Award, 1987
- Justice Research Statistics Association Leadership Award, 1991
- Washington, DC, Council of Government Special Recognition Award for Coordination of Regional Response to Water Emergency, 1993
- Department of Justice Attorney General Meritorious Award for Contributions to State and Local Public Safety, 1999
- CNA, Special Award for Unique Contributions to National Homeland Security, 2004

Appendix B. References

Name: James Nolette, Major, Fayetteville, NC Police Department Address: 467 Hay Street Fayetteville, NC 28301 Phone: 910 433-1760 Email: jNolette@ci.fay.nc.us	Name: Jacqueline L. Bailey-Davis, Police Staff Inspector, Philadelphia Police Department Address: 750 Race Street, Room 205A Philadelphia, PA. 19107 Phone: 215 490-4860 Email: Jacqueline.BaileyDavis@phila.gov	Name: Craig Meidl, Chief, Spokane WA, Police Department Address: 1100 W Mallon Ave, Spokane, WA 99260 Phone: 509 625-4215 Email: cmeidl@spokanepolice.org	Name: Tawana Elliott, Sr. Program Specialist, U.S. Department of Justice, COPS Office Address: 145 N Street NE Washington, DC 20530 Phone: 202 307-2993 Email: Tawana.Elliott@usdoj.gov	Name: Kevin McMahon, Las Vegas Metropolitan Police Department Address: 400 S. Martin L. King Blvd. Las Vegas, NV 89106 Phone: 702 828-3111 Email: k3948m@lvmpd.com
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Appendix C. Required Forms



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: 18-P022R		Proposals will be received until: May 25, 2018 @ 12:00pm	
Proposal Title: Racial Bias Audit of the Charleston Police Department		Mailing Date: May 1, 2018	
Vendor Name: The CNA Corporation		Direct Inquiries to: Robin B. Robinson	
Vendor Address: 3003 Washington Blvd		FAX/SS#: 54-1556882	
City - State - Zip: Arlington, VA 22201		Telephone Number: 703-824-2098	
Fax Number: 703-824-2903		Minority or Women Owned Business: ☒ Yes ☐ No	
Authorized Signature: <i>[Signature]</i>		Title: Director of Contracts and Procurement	
Date: 5/16/2018			
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 Racial Bias Audit of the Charleston Police Department. 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 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 Gary Cooper or Robin Barrett Robinson no later than 1:00pm on May 10, 2018. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooper@charleston-sc.gov or Robin Barrett Robinson, robinson@charleston-sc.gov.

Proposal Number: 18-P022R	Proposals will be received until: May 25, 2018 @ 12:00pm
Proposal Title: Racial Bias Audit of the Charleston Police Department	
Mailing Date: May 1, 2018	Direct Inquiries to: Robin B. Robinson

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.

<u>The CNA Corporation</u> Company Name As registered with the IRS	<u>Nicholas W. Hunter</u> Printed Name
<u>3003 Washington Blvd</u> Correspondence Address	<u>Director Contracts and Procurement</u> Title
<u>Arlington, VA 22201</u> City, State, Zip	<u>703-824-2082</u> Telephone Number/Toll Free Also (If Available)
<u>hunterm@cna.org</u> Email	<u>05/16/18</u> Date
<u>The CNA Corporation; C/O PNC Bank, N.A.</u> Remittance Address	<u>54-1558882</u> Federal Tax ID (FEIN)/SS Number
<u>PO Box 820661; Philadelphia PA 19182-0661</u> City, State, Zip	<u>SC Sales Tax Number</u>

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.



City of Charleston
Procurement Division
73 Calhoun Street, Ste. 3500
Charleston, SC 29401

Addendum #1 - Q&A

T: (843) 724-7312
F: (843) 720-3872

Date: May 10, 2018
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #18-P022R - Racial Bias Audit of the Charleston Police Department RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

Q-1 I am a certified Minority Owned Business Enterprise (MBE) and a State of Texas Historically Underutilized Business (HUB) certified firm. Please advise if the State of South Carolina has M/WBE reciprocal certification. If not, please advise if I were to seek an expedited M/WBE Certification for the State of South Carolina's M/WBE Program, would I have to be certified at submission date for subject solicitation?

A-1 The City of Charleston's MBE office will reciprocate M/WBE certification from certain organizations/agencies. Please contact the City of Charleston's M/WBE Manager, Theron M. Snyce, to learn more about this process. His contact information is provided on page 19 of the solicitation document. M/WBE Compliance Provisions and Instructions Good Faith Effort documents.

Q-2 We are considering using a subject matter expert as a consultant, but they do not have a consulting firm. With respect to the M/WBE Compliance Provisions, we assume that a consulting agreement with an individual would not be considered a subcontract for the purposes of the 20% M/WBE goal and the required Affidavit. We note that the consulting services listed on the Bidline website are all LLC entities and not individuals. Would you please confirm our assumption?

A-2 The City of Charleston goals for M/WBE participation are based upon contracting with organized businesses, not individuals.

Q-3 What is the anticipated start date and period of performance?

A-3 The anticipated start date is late July or August. Each vendor should provide their estimated schedule.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

The CNA Corporation
Officer
Michael W. [Signature]
Authorized Representative

Director
Title
5/16/2018
Date

M/WBE 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 Theron Snipe, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

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 Theron Snipe, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snipe@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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

☐ Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

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

AND

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 affidavit, 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: The CNA Corporation

Signature

Nicholas W. Hunter

Print Name

Witness

Title

Director of Contracts and Procurement

Date

5/16/2018

AFFIDAVIT C

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

Affidavit of The CNA Corporation

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Proposal Number: 18-P022R

Racial Bias Audit of the Charleston Police Department
(Name of Project) contract.

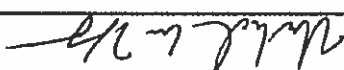
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

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

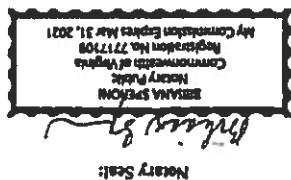
I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information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

Date: 5/16/2019

Name of Authorized Officer (Print/Type): Nicholas W. Hunter

Signature: 

Title: Director Contracts and Procurement



Sworn to before me this 16 day of MAY, 2019.
Notary Public for the State of Virginia
My Commission Expires: March 31, 2021
Print Name: Bibiana Spencer
Phone Number: (703) 824-2018
Address: 3803 Westlawn Blvd.
Arlington, VA 22201

DATE (MM/DD/YYYY)
05/16/2018

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: Bao Du, Iw (202) 293-7572 040147-PROD-GAUM-17-18		INSURED THE CNA CORPORATION ATTN: MS BETH BOROWSKI 3003 WASHINGTON BLVD ARLINGTON VA 22201	
INSURER A - Continental Casualty Company 20443 NAIC #		INSURER B - Continental Insurance Company 35269 NAIC #	
INSURER C - National Union Fire Insurance Company of Pittsburgh 19445 NAIC #		INSURER D - 19445 NAIC #	

CERTIFICATE NUMBER: CLE-006288083-01 REVISION NUMBER: 5

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.

TYPE OF INSURANCE	ADOC #	INS. WORD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A X COMMERCIAL GENERAL LIABILITY	4034054129		1001/2017	1001/2018		EACH OCCURRENCE \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$1,000,000 PROPERTY DAMAGE \$1,000,000 AGGREGATE \$1,000,000
A AUTOMOBILE LIABILITY	4034054129		1001/2017	1001/2018		OWNED \$1,000,000 NON-OWNED \$1,000,000 HIRING \$1,000,000 BODILY INJURY (Per person) \$1,000,000 PROPERTY DAMAGE \$1,000,000 AGGREGATE \$1,000,000
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY	4034054115 (ACS)		1001/2017	1001/2018		PER \$1,000,000 STATE \$1,000,000 OTH \$1,000,000 AGGREGATE \$1,000,000
B ANY OTHER OPERATIONS EXCLUDED OFFICER/EMPLOYEE EXCLUDED (Mandatory in NY)	4034054146 (CA)	N/A	1001/2017	1001/2018		E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C MANAGEMENT LIABILITY	18329785		1001/2017	1001/2018		AGGREGATE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Charleston, its officers, employees and volunteers are additional insureds as required by written contract for the General Liability and the Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Charleston Procurement Division 75 Calhoun Street, Ste. 3500 Charleston, SC 29401	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marsh Underwriter
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ACORD 25 (2016/03)
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EXHIBIT E

Cost

For the purposes of this estimated budget, CNA has estimated a period of performance of 8 months to conduct the activities outlined in the RFP. This period of performance can be shortened or extended to meet the needs of the City of Charleston and CPD. The costs listed below are estimated using our previous experiences conducting similar work. CNA estimates a total of \$158,556.26 to perform the work outlined in the RFP Scope of Work. These costs include personnel labor and travel costs to conduct up to four on-site visits with the CPD necessary to complete the activities outlined in the RFP.

Categories	Costs
Personnel	\$ 39,189.08
Fringe Benefits	\$ 14,387.50
Travel	\$ 16,902.00
Consultants	\$ 31,942.00
Indirect Costs	\$ 56,135.68
Total Costs	\$ 158,556.26

EXHIBIT F

Clarification on Deliverables

- List of deliverables
 - Site Visit Summary Memos, if requested (Month 1-7)
 - Draft Report with recommendations (Month 6-7)
 - Final Report (Month 8)

- Site visit timeline and activities

Site Visit	Activity	Timeline
Site Visit #1	• Project Kickoff with Local leadership (City/PD/Community) • Focus Groups/Interviews/Listening Sessions with City personnel, PD personnel, and/or Community members • Check-in meeting before and after with local leadership during each site visit	Month 1
Site Visit #2/#3 (depending on need we can combine/separate)	• Focus Groups/Interviews/Listening Sessions with City personnel, PD personnel, and/or Community members • Check-in meeting before and after with local leadership during each site visit	Months 2-4
Site Visit #4	• Focus Groups/Interviews/Listening Sessions with City personnel, PD personnel, and/or Community members • Review draft report and recommendations with local leadership • Check-in meeting before and after with local leadership during each site visit	Months 6-7
Site Visit #5	• Release the final report • Focus Groups/Listening Sessions with City personnel, PD personnel, and/or Community members to discuss the final report	Month 8

EXHIBIT G

DATA SHARING AGREEMENT BETWEEN Charleston Police Department AND The CNA Corporation (CNA) Concerning

Request for Data Containing Personal Identifiable Information to Support the Racial Bias Audit of the Charleston Police Department

1. Reference. This agreement is subject to the rules and procedures contained in the 18-P022R – Racial Bias Audit of the Charleston Police Department Contract which is hereby attached and incorporated into this agreement.

2. Purpose. To establish terms and conditions of a data sharing agreement between the personnel at the Charleston Police Department and CNA for authorized and approved research.

3. Situation. CNA is providing Racial Bias Audit Services in fulfillment of 18-P022R. CNA will be using the following supplied information to support the activities described in the deliverables table included in this Agreement:

Deliverable	Activity	Timeline
Site Visit #1	- Project Kickoff with Local leadership (City/PD/Community) - Focus Groups/Interviews/Listening Sessions with City personnel, PD personnel, and/or Community members - Check-in meeting before and after with local leadership during each site visit	Month 1
Site Visit #2/#3 (depending on need we can combine/separate)	- Focus Groups/Interviews/Listening Sessions with City personnel, PD personnel, and/or Community members - Check-in meeting before and after with local leadership during each site visit	Months 2-4
Site Visit #4	- Focus Groups/Interviews/Listening Sessions with City personnel, PD personnel, and/or Community members - Review draft report and recommendations with local leadership - Check-in meeting before and after with local leadership during each site visit	Months 6-7
Site Visit #5	- Release the final report - Focus Groups/Listening Sessions with City personnel, PD personnel, and/or Community members to discuss the final report	Month 8

acknowledges that penalties under the Privacy Act (5 USC 552a(i)(3)) may apply if it the file(s) that is inconsistent with the terms of the agreement. CNA further social security information may apply with respect to any disclosure of information in CNA acknowledges that any penalties associated with the unauthorized disclosure of Department data to CNA.

- (8) CNA acknowledges that any penalties associated with the unauthorized disclosure of the data; and/or (4) sanction against further release of the Charleston Police alleviate the possibility of any future unauthorized disclosure; (3) require the return of submission of a corrective action plan formulated to implement steps to be taken to formal response to an allegation of an unauthorized disclosure, (2) require the Police Department may impose any or all of the following measures: (1) request a request a
- (7) In the event CNA makes an unauthorized disclosure of these data, the Charleston 1995, as implemented in OMB Circular Number A130.
- (6) Will ensure appropriate administrative, technical, procedural, and physical safeguards are established to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level of security that is at least comparable to the level of security referred to in the Paperwork Reduction Act of 1995, as implemented in OMB Circular Number A130.
- (5) Will not provide the data for marketing purposes.
- (4) May retain file(s) and/or any derivative file(s) securely stored on CNA network drives for purposes of longitudinal surveillance and study in accordance with CNA policies concerning data retention and destruction. In the event that data is transmitted to CNA via CD or DVD, CNA will notify the Charleston Police Department when the CD/DVD has been destroyed. CD/DVD destruction will occur once data has been securely stored on CNA network drives.
- (3) Will not make any external disclosure of any data or aggregations of data from the file(s) covered by this agreement in the form of presentations, reports, or other publications except as authorized in the sponsor approved project plan or research protocol, unless approved by the Charleston Police Department.
- (2) Will not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data to anyone not covered by this agreement. Access to these data will be limited to the minimum number of individuals necessary to achieve the approved technical assistance purpose based on need-to-know.
- (1) Are CNA employees or contractors working on the Project identified in paragraph 3 above. This includes editors or reviewers of the work who are also CNA Employees.

b. CNA Personnel

- (1) Will provide data itemized in Clause 3 of this agreement.
- (2) Data will be provided in formats to be negotiated between the Charleston Police Department and CNA such as scanned PDF files, word documents, or text files. Delivery will be by a secure method such as Secure File Transfer Protocol (SFTP), encrypted CD ROM, or Virtual Private Network (VPN).

5. Responsibilities.

- a. Charleston Police Department [Furnishing entity]
4. Scope. Access may be granted to identifiable data and personally identifiable information (PII) as defined in research protocols, or CNA project plans, in connection with 18-P022R Services which the Charleston Police Department has awarded CNA a grant to complete. The data may be used only for the purposes defined in those protocols, or project plans, by personnel authorized to participate in the project. All such use of data will comply with applicable DOJ regulations.

- is determined that CNA, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses.
- (9) Will ensure compliance with references (a) and (b).
- (10) Will formally submit, upon request, approved research protocols and human subjects' protections determinations, or equivalent project plans, for review and approval to the Charleston Police Department when requesting the Charleston Police Department data or research support.
- (11) Will ensure the Charleston Police Department situational awareness by providing the Charleston Police Department with copies of research protocols and reports utilizing provided the Charleston Police Department data or involving assessments/analyses, upon request.
6. Representation and Warranty.
- a. CNA will use data file(s) for the following purpose:
- (1) Generating statistical or technical reports, briefings and manuscripts, scientific presentations and publications, including demographic and situational information related persons identified in data listed in clause 3 of this agreement.
- b. All personnel, including non-governmental personnel with access to data provided by the Charleston Police Department will follow the terms of this Agreement. Non-governmental and contractor personnel will sign appropriate nondisclosure agreements.
7. Indemnification. CNA agrees to indemnify and hold harmless the Charleston Police Department and the City of Charleston, their officers, employees and agents from and against any and all claims, suits, or losses, relating to any and all injuries arising directly or indirectly, from a negligent, reckless, intentional, negligently or malicious breach of this Agreement to protect data which is furnished to CNA by the Charleston Police Department by CNA, its officers, employees, agents or personnel.
- 8.. Resources. Each party will fund its own expenses related to the implementation agreement after the project described in paragraph 3 has come to an end.
9. Implementation Instructions.
- a. This Agreement is effective on the date of final signatures by all parties and will remain in effect until terminated by one of the signed parties.
- b. This agreement is subject to review at any time upon written request by either party. Under normal circumstances, prior notice of 60 days will be provided if the agreement is to be unilaterally modified, suspended, or terminated. If the agreement is to be terminated due to non-compliance by CNA of the terms set forth above in paragraph 5, the termination will be immediately effective.
10. Entire Agreement: There are no understandings or agreements relative to this Agreement that are not fully expressed herein. This document constitutes the entire agreement of the parties concerning the subject matter hereof, and no modification, amendment or addition to this Agreement may be effected unless in writing which specifically references this Agreement and is signed by an authorized representative of each party.

11. The signatories for this agreement are as follows:

Name: Denise Rodriguez
Title: Project Director, CNA
Signature: _____
Date: _____

Name: _____
Title: _____
Signature: _____
Date: _____

Name: Dave Kaufman
Title: Vice President, CNA Safety and Security
Signature: _____
Date: _____