



**COLUMBIA EMPOWERMENT ZONE, INC.
REQUEST FOR QUALIFICATIONS (RFQ)**

Master Planner

Multi-phased Project

RFQ # BRD-12282022

**BLUFF ROAD DEVELOPMENT
FOR COLUMBIA EMPLOYMENT ZONE, INC. NONPROFIT
DEVELOPMENT CORPORATION**

CEZ, Inc.

3200 Grand Street · Columbia, SC 29202

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www.columbiasc.gov

cezinc@columbiasc.gov



COLUMBIA EMPOWERMENT ZONE, INC.

REQUEST FOR QUALIFICATIONS (RFQ) # BRD-12282022

Master Planner

Multi-phased Project

Qualifications for professional services will be received by Columbia Empowerment Zone, Inc.(CEZ, Inc.) until 11:00 AM EST on Wednesday, the 28th, of December, 2022 for:

RFQ NUMBER: BRD-12282022

BLUFF ROAD DEVELOPMENT

FOR COLUMBIA EMPLOYMENT ZONE, INC. NONPROFIT DEVELOPMENT CORPORATION

You are invited to submit Qualifications in accordance with the requirements of this solicitation, which are contained herein.

This request is not a formal request for bids or an offer by the CEZ, Inc. to contract with any firm responding to this RFQ.

Submittals must be received by 11:00 AM EST on Wednesday, the 28th day of December 2022, in the Columbia Empowerment Zone, Inc. Office: 3200 Grand Street, Columbia, South Carolina.

In order for your submittal to be considered, it must be received in the CEZ, Inc. office no later than the date and time as listed above. Proposals received by the Executive Director after the time specified will be returned to the Firm unopened.

Columbia Empowerment Zone, Inc. reserves the right to reject any and all Qualification submittals, and to waive any informalities or irregularities.

COLUMBIA EMPOWERMENT ZONE, INC.

Felicia Maloney

Executive Director

(803) 748-0964

CEZInc@columbiasc.gov

PART 1 SUBMITTAL INFORMATION

1. Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, association, corporations or professional organizations ("Firm(s)") submitting the qualification.
2. Firms are to include all applicable requested information.
3. One (1) clearly identified paper original, six (6) paper copies and one electronic copy (including text, attachments and graphics) of your submittal are required.
4. Submittals will be received by the Columbia Empowerment Zone, Inc. until 11:00 AM EST on Wednesday, the 28th of December, 2022

Hand deliver and/or Express mail to:
Columbia Empowerment Zone, Inc.
Attn: CEZ, Inc. Board of Director
RFQ No.: BRD-12282022
3200 Grand Street
Columbia, SC 29203

Qualifications are to be mailed to:
Columbia Empowerment Zone, Inc.
Attn: CEZ, Inc. Board of Directors
RFQ No.: BRD-12282022
Post Office Box 141
Columbia SC, SC 29202

The submitting Firm is required to have printed on the envelope or wrapping containing the Qualifications: the RFQ number, closing date, and title. Columbia Empowerment Zone, Inc. shall not be responsible for unidentified submittal packages.

Firms mailing their Qualifications must allow a sufficient mail delivery period to insure timely receipt. Columbia Empowerment Zone, Inc. is not responsible for submittals delayed by mail or delivery services of any nature.

All entries shall remain firm for a period of not less than ninety (90) calendar days.

Firms must clearly mark as "Confidential" each part of their submittal which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Columbia Empowerment Zone, Inc. reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Columbia Empowerment Zone, Inc. and/or its agents for any determination in this regard.

5. This solicitation does not commit Columbia Empowerment Zone, Inc. to award an agreement, to pay any costs incurred in the preparation of a qualification and of any supplementary presentation, or to procure or contract for the articles of goods and/or services. Columbia Empowerment Zone, Inc. reserves the right to accept or reject any or all Letters of Qualification received as a result of this solicitation, to negotiate with all qualified Firms, or to cancel in part or in its entirety this solicitation if it is in the best interest of the Columbia Empowerment Zone, Inc. to do so. CEZ, Inc. reserves the right to request additional information from any firm submitting under this RFQ if it is deemed necessary to evaluate the firm's qualifications.
6. Failure to submit all required information may be determined as a nonresponsive qualification.
7. Columbia Empowerment Zone, Inc. shall evaluate each written Qualification Submittal, determine whether oral discussions are necessary, then based on the content of the written Submittal and any oral discussion, select the firm best qualified for the project and which is most advantageous to the Columbia Empowerment Zone, Inc. Qualifications will be evaluated by an Evaluation Committee to ascertain which Firm best meets the needs of the CEZ, Inc. Offers will be evaluated on the basis of the information presented in the response package, and on an analysis or other available information such as creating projects with diversity of facility use. CEZ, Inc. may conduct investigations or interviews, as it deems necessary to assist in the evaluation of any submittal and to establish CEZ, Inc.'s satisfaction with the qualifications of any Offerors any team members proposed by Offerors.

Evaluation consideration will include but not be limited to the following:

- a. Expertise of firm: Specialized experience, technical ability, similar projects, record of accomplishment securing and layering multi-facade finances, success with partnership project outcomes and past performance, experience working with nonprofits, Public Private Partnership experience and all other aspects will be taken under consideration; references (0-30 points).
- b. Knowledge, expertise and qualifications of the personnel to be assigned to this project; statement of their commitment to the project, budget and completion (0-30).
- c. Description of the methodology and approach to successfully perform this task; ability to furnish required services to best serve the needs of the CEZ, Inc.; Firms understanding of the goals and objectives for the project, potential issues, proposed solutions, and an overall project schedule. The team should also provide its approach in completing each project phase including deliverables, pre-construction activities, proposed construction schedule of the Bluff Road (20 +/- acre site) and any other items deemed necessary (0-30).
- d. Minority participation (0-5 points).
- e. Other factors (0-5). Note: Other factors may be identified in the overall responsiveness and/or qualifications and may generate positive or negative points.

Maximum points = 100

8. During the evaluation process, the Evaluation Committee reserves the right, where it may serve Columbia Empowerment Zone, Inc.'s best interest, to request additional information from Firms, or to allow corrections of errors or omissions. At the discretion of the Evaluation Committee, firms submitting qualifications may be requested to make oral presentations as part of the evaluation process.
9. Columbia Empowerment Zone, Inc. reserves the right to retain all qualifications submitted and to use any ideas in a qualification regardless of whether that qualification is selected. Submission of a qualification indicates acceptance by the Firm of the conditions contained in the Request for Qualifications, unless clearly and specifically noted in the qualification submitted and confirmed in the agreement between Columbia Empowerment Zone, Inc. and the firm selected.
10. The Columbia Empowerment reserves the right to contract with Firms responding to the RFQ, to reject an SOQ as non-responsive, and not to contract with Firms from the services describe herein. The Columbia Empowerment Zone, Inc. makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever.
11. Failure to submit all required information may be determined as a nonresponsive qualification.
12. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any CEZ, Inc. employee/Board member, 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, or preparation of any part of 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 an agreement or subcontract, or to any solicitation or qualification therefore.
13. All material and work products submitted in response to this RFQ shall become the property of the CEZ, Inc. and shall become a public record, to the extent required by law. The CEZ, Inc. has full right to utilize that material and work products to progress the project forward as deemed appropriate in the sole and absolute discretion of the CEZ, Inc.

14. **Questions:**

E-mail any questions you have, at least five (5) calendar days prior to qualification closing date.

Answers to questions received that would change and/or clarify this solicitation will be emailed to all Firms.

For Project questions, please e-mail cezinc@columbiasc.gov.

PART 2

GENERAL INFORMATION

1.0 INTRODUCTION, PROJECT PURPOSE

The Columbia Empowerment Zone, Inc. (hereinafter referred to as the “CEZ, Inc.”) is requesting Statements of Qualification (SOQs) from interested development teams to collaborate with the CEZ, Inc., a public nonprofit organization, in a long-term public/private partnership (P3) format. CEZ, Inc. is seeking a partner to work through complex challenges to plan, design and develop a “Place Making” project in multi-phases in the southeast area of Columbia, South Carolina on vacant land. The design for the 9+/- acre site on Bluff Road will provide spaces for multipurpose use. The strip development will represent a diversity of facility and include space for farmers’ market, retail sales, commercial kitchens, event space, and medical services. The site will include an area for a food truck zone, public space and areas for garbage disposal, grease disposal and recycle disposal. The market place retail space is priority and will develop in first phase. The 10 +/- acre site that is contiguous will most likely develop into some type of residential apartment type structure(s) for vulnerable seniors (Assisted Living) or a patio home project for seniors. Both projects will develop with a multi-stage procurement process over a long-term development period. The proposed development is on a corridor that has a history of disinvestment and residents lack access to fresh food and health care. The City of Columbia Food Policy Committee has identified the area as a food desert. Additionally the City’s Comprehensive Plan identified the area as an area lacking quality of life necessities.

The CEZ, Inc., South Carolina is committed to enhancing and improving the quality of life and quality of place in disenfranchised neighborhoods. CEZ, Inc. is committed to residents and businesses alike, and believes in leveraging assets for both economic and social benefit. Developing the South Columbia site helps to address multiple challenges in the community and brings both economic and societal rewards to the area. The CEZ, Inc. is interested in identifying a partnership opportunity with a progressive minded team to plan and develop a section on the northeast side of Bluff Road (Highway 48). The partnership project will enhance and complement the rapid evolution of contiguous site developments. Firms (hereinafter referred to as “Firm(s)”) are invited to submit their SOQ in response to the following Request for Qualifications (RFQ).

The CEZ, Inc. is open-minded and interested in reviewing for consideration a full array of potential partnership and development options to include, but not be limited to, a viable public private partnership (P3) transaction model designed to meet CEZ, Inc.’s goals and beneficial use objectives. As used herein, P3 is defined in its broadest sense and can include an integrated project delivery approach that includes some combination of plan, design, build, operate, finance, partnership and/or private ownership.

2.0 MASTER PLAN OVERVIEW

A market place on Bluff Road corridor aligns with CEZ, Inc.'s goals and the City of Columbia 2020 Comprehensive Plan. The Columbia Compass (<https://www.columbiacompass.org/>) emphasizes the City's desire to create walkable and vibrant neighborhoods that connect to destinations where residents can learn, shop, work, and play and use inclusive efforts that expand opportunity, choice and safety (Housing chapter, pg. 219). The Market Place design on Bluff Road should be a multi-use, multi-purpose venue and include a covered farmers market, small event venue, commercial kitchen(s), retail space, food truck zone, disposable area for garbage, recycling and grease, and other sustainable elements. Longer-term development will include office space to provide access to medical care and the larger 10 +/- acre site development and should be designed for vulnerable senior populations.

Like in many communities, in other cities, around the region and county, this market will be an important fabric of the developing Bluff Road community. Multipurpose "Place Making" Markets are a favorable economic development tool to help address food insecurity and health issues associated with lack of fresh food. Markets are a "basic commercial amenity that promote community livability and target areas lacking these amenities with City programs." (pg. 190-191) The Columbia Empowerment Zone, Inc. (CEZ, Inc.) will develop the Congaree Market Place and adjacent Senior Housing project. CEZ, Inc., working under a P3 model, and using a long-term, multi-phased approach will develop the market place project and senior living project. The complete project promotes health, wellness, and creates an atmosphere for socialization; and the vulnerable senior living project will be a feeder for gaining population in contiguous proportions. The entire project will create a multi-generational living opportunity in South Columbia.

Future land use assigned to the Bluff Road 9 +/- acre property is Urban Edge Community Activity Center, which is described in the City of Columbia Comprehensive Plan as "Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance" (Land Use chapter, pg. 405-406).

The Economic Development chapter (pg. 159) of the City's Comprehensive Plan notes, "One of the biggest impacts the City has on economic development is through enhancing livability, as land use, infrastructure and other City-driven items have such an impact on so many facets of livability." Working through complex challenges of developing a multipurpose market place and enhancing senior livability on Bluff Road corridor, provides an awesome chance for CEZ, Inc. to engage partners, achieve the organization's mission, meet City goals; and, most importantly, fulfill a community need.

The final project goal is to create a quality of life and quality of place development on the Bluff Road corridor. Because funding for a complete site build-out is not immediately available, the project team will work to develop and construct a multipurpose market place venue in the phase approach. To ensure the most effective and efficient development path forward, the P3 team will work together to finalize a master plan for the site.

3.0 PROPERTY DESCRIPTION

Maps, plats, sketches, photographs, and other exhibits are intended solely for illustration, visualization, and assistance in describing the property and they may or may not be depicted to scale. Do not rely on these exhibits for accuracy, but instead for illustrative purposes.

The first focus area of this RFQ is in the green highlighted rectangular area located in the southeast area of Columbia, SC; the 9 acre (+/-) is on the northeast side of Bluff Road (Highway 48). Secondary focus should be given to U-shaped 10 acre (+/-) site adjoining the frontage property on Bluff Road. The sites are in the northwest quadrant of the intersection of Bluff Road and Atlas Road.

The main arteries in the area are I-77, which is located just a couple of blocks west of the subject area, Bluff Road, Shop Road and Atlas Road. Bluff Road, also known as SC Highway 48, runs in an east-west direction from downtown Columbia to the US Highway 601 interchange in the southeastern part of Richland County.



Aerial View of Subject Block



Aerial View of Subject Block

4.0 FIRMS QUALIFICATIONS

The qualifications, experience, personnel and operational capabilities of the Firm are fundamental criteria CEZ, Inc. will assess in selecting the successful Firm. The CEZ, Inc. is seeking a Firm that places a priority on partnership and embraces collaboration and that has been continually active in the planning field and is fully authorized to do business in the State of South Carolina. More specifically, the Firm should have experience in planning and special area planning that creates “place making” projects that improve quality of life and place; that attracts and retains residents and encourages private business growth/investment, philanthropic and government investment.

Must be knowledgeable, financially sound, experienced and have demonstrated effective ability to attract and weave together creative financing of local, state, federal, grant, foundation, and private funds.

Must have achievements in master planning vacant acreage in areas of disenfranchisement and/or disinvestment to create a transformational project that balances concentration of current development required elements with desired elements in the design grid.

Must have a consistent history of implementing and completing special commercial projects in retail, residential, office and mixed-use developments that connect residents with every day necessities and generate economic activity to enhance livability.

Must have a solid ability to create cohesive corridor development that is reflective of the contiguous sites while remaining focused on achievement of critical task and ultimate outcome.

Must have a history of creating “place making” developments that emboldens walkability and areas for socialization.

Must have a history of long-term commitment to public/private partnership (P3) that creates effective developments that use creative layering of mixed-financing over a long-term.

Must have capability to meet with community members, address concerns from a position of respect and reasonableness, and agree on a consensus.

Must have demonstrated ability to plan, design and engage construction of multi-use projects that have a universal concept.

5.0 SCOPE OF WORK

Work in a long-term partnership model and identify specific activities that will be conducted or accomplished in a phased approach. The following elements include the kind of activities anticipated:

1. Develop a description of a long-term strategy for full site development of 20 acres (+/-) (water, storm water, power, electrical, fiber, etc.) with a short-term emphasis on the retail market place site.
2. Develop a conceptual layout of the 9 acre (+/-) market phase for a covered, open-air Farmers’ Market with a design shell including:
 - Multiple commercial kitchen space for entrepreneurs, additional space to be developed for up-fit as funding permits
 - Retail space
 - Utilities for food-truck parking and preparation
 - 1 acre (+/-) for an approximately 6,000 square foot medical build suite to be phased in with funding
3. Expansion of market structure will have connection to event space (indoor/outdoor). Adaptability will be necessary as conditions evolve.
4. Design should consider sustainable building features in all phases.
5. Design a planned development that creates a “place-making” venue on the Bluff Road Corridor that considers walkability and connectivity with existing and planned development.
6. Develop a plan that integrates community and a multi-phased development approach that features innovation and imaginative design. Development partner will consider community feedback in development of an initial design. After initial design, Development partner will engage in a community vision session to align the goals and objectives of project outcome.
7. Design conceptual layout of multiple parcels on 10 acre (+/-) residential phase. Long-term development of 1 or 2 multi-story apartment structures and/or patio home concept.

6.0 CONTENT OF PROPOSAL

While the exact format is not required, the order of information is preferred as presented below. Proposals should contain the following:

6.1 Project Organization and Key Personnel:

In this section, please provide an organizational chart of key personnel proposed to be assigned to this project, noting their responsibilities and relationships. Also, include specific individual resumes for your key team members that describe, at a minimum, their previous work experience which is relevant to this project. Additionally, please provide a list of these key personnel that indicates your general estimate of the total person-days each key team member can be expected to commit to the conduct of this project.

6.2 Firm/Team Experience and References:

Provide a brief description of other relevant projects on which your firm or team has worked. This should include projects that are similar to this project. Provide client references for contact on these projects and note the title of the project(s), name of the agency/client, and the name and phone number of a contact person in that agency who can best speak for your firm/team experience on each referenced project.

6.3 Technical Response:

A clear and concise response to the scope and level of effort your firm would propose to address the substance of this project. Please describe in detail your approach to the project including task to be conducted or accomplished, the number of on-site visits, the number, purpose and content of meetings with CEZ, Inc. and/or local/state governmental bodies, the Leadership Team, stakeholders and the public, etc. Include an overview of the documents and content that will be presented in the draft and final master plan.

6.4 Project Schedule:

The CEZ, Inc. anticipates a near completion of the open-air retail market and components of the commercial kitchen and design of the health center within two years (2) years of the Notice to Proceed. The respondent shall provide a schedule for the proposed project that encompasses each component of the project including start and finish dates of the entire project as well as milestones.

7.0 AWARD OF AGREEMENT FOR SERVICES:

7.1 The CEZ, Inc. may make such investigations, as it deems necessary to determine the ability of the Firm to perform the work. The Firm shall furnish to the CEZ, Inc. all such information and data for this purpose as the CEZ, Inc. may request.

7.2 The CEZ, Inc. reserves the right to reject any and all qualifications, to waive any informalities and minor irregularities in qualifications, and to accept the Firm's qualification deemed, in its opinion, to be in the best interest of the CEZ, Inc.

- 7.3 The review committee, consisting of the CEZ, Inc. Team and/or volunteers as selected by the CEZ, Inc., will select the most qualified firm based on non-monetary criteria (i.e. experience performing similar projects, resources of the firm that can be dedicated to the project, etc.) and rank each additional firm in order of qualification.
- 7.4 After selection of the most qualified firm, the price of the project will be negotiated with said firm.
- 7.5 If a mutually agreeable price can be reached then the most qualified Firm will be selected. If a mutually agreeable price cannot be reached then the second most qualified Firm will be engaged to negotiate the price of the service. This process will be repeated until a mutually agreeable price is reached.

PART 3

AGREEMENT REQUIREMENTS

- 1.0 S.C. Law Clause: Upon award of an agreement for these services, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in the City of Columbia. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Firm from requirements that it be authorized and/or licensed to do business in Columbia by submission of this signed qualification the Firm agrees to subject itself to the jurisdiction of the Courts of the State of South Carolina and venue in Richland County as to all matters and disputes arising or to arise under the agreement and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 2.0 Firm/Team Responsibility: Each Firm/Team shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. The failure or omission of a Firm to acquaint itself with existing conditions shall in no way relieve the Firm/Team of any obligation with respect to this qualification or to agreement.
- 3.0 Affirmative Action: The Firm/Team will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 4.0 Prime Contractor Responsibilities: The Firm will be required to assume sole responsibility for the complete effort, as required by this RFQ. The CEZ, Inc. will consider the Firm to be the sole point of contact with regard to contractual matters.
- 5.0 Subcontracting: If any part of the work covered by this RFQ is to be subcontracted, the Firm shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the CEZ, Inc. The successful Firm will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The CEZ, Inc. reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein. Subcontractors will be bound by this agreement and this obligation must be included in Prime and Subcontractors agreements.
- 6.0 Ownership of Material: Ownership of all data, material, and documentation originated and prepared for the CEZ, Inc. pursuant to this agreement shall belong exclusively to the CEZ, Inc.
- 7.0 Nonresident Taxpayers: If the Firm is a South Carolina nonresident taxpayer and the agreement amount is \$10,000 or more, the Firm acknowledges and understands that in the event he is awarded an agreement Firm shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before an agreement can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310 (A) (2) (3) of S.C Code of

Laws (1976) as amended.

- 8.0 Insurance Requirements: Prior to commencing work hereunder, the Firm, at their expense, shall furnish a certificate of insurance showing the certificate holder as Columbia Empowerment Zone, Inc., and with a special notation naming Columbia Empowerment Zone, Inc. as an Additional Insured on the liability coverages. The minimum coverage shall be as follows:
- 8.1 Worker's Compensation Insurance – the Firm shall have and maintain, during the life of this agreement, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 8.2 Automobile Liability/General Liability Insurance – The Firm shall have and maintain, during the life of this agreement, Automobile Liability/General Liability Insurance at a minimum the following:
- a. General Liability - \$2,000,000 minimum
 - b. Auto Liability - \$1,000,000 minimum
- 8.3 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina.
- 8.4 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Firm's liability and may be subject to increase as may be reasonably required by the CEZ, Inc.
- 9.0 Indemnity: The Firm hereby agrees to indemnify and save harmless the CEZ, Inc., its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Firm, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 10.0 Termination for Default:
- 10.1 The performance of Work under the Agreement may be terminated by the CEZ, Inc., in accordance with this clause, in whole or in part, in writing, whenever the CEZ, Inc. shall determine that the Firm/Team has failed to meet the performance requirements of this Agreement.
- 10.2 The CEZ, Inc. has the right to terminate for default, if the Firm fails to make delivery of the supplies or perform the work or if the Firm fails to perform the work within the time specified in the Agreement, or if the Firm fails to perform any other provisions of the Agreement.

- 11.0 Termination for Convenience: the CEZ, Inc. may, without cause, terminate this agreement in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Firm, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Firm or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the CEZ, Inc. to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. The Firm expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the CEZ, Inc.'s election to terminate this agreement in whole or in part for its convenience.

PART 4

SPECIAL INSTRUCTIONS

1.0 Preparation of Proposal:

- 1.1 All qualifications should be complete and carefully worded and must convey all of the information requested by the CEZ, Inc. If significant errors are found in the Firm's qualification, or if the qualification fails to conform to the essential requirements of the RFQ, CEZ, Inc. and the CEZ, Inc. alone will be the judge as to whether that variance is significant enough to reject the qualification.
- 1.2 Submittals should be prepared simply and economically, providing a straightforward, concise description of Firm's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- 1.3 Each copy of the qualification should be bound in a single volume where practical. All documentation submitted with the qualification should be bound in that single volume.
- 1.4 If your qualification includes any comment over and above the specific information requested in our RFQ, you are to include this information as a separate appendix to your submittal.

2.0 Funding:

- 2.1 The Firm shall agree that funds expended for the purposes of the agreement must be secured by the CEZ, Inc. or appropriated to the CEZ, Inc. for each fiscal year included within the agreement period. Therefore, the agreement shall automatically terminate without penalty or termination costs if such funds are not secured or appropriated. In the event that funds are not available for the agreement, the Firm shall not prohibit or otherwise limit the CEZ, Inc.'s right to pursue and contract for alternate solutions and remedies, as deemed necessary by the CEZ, Inc. 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 agreement.
- 2.2 Deviations: Any deviations from the requirements of this RFQ must be listed separately and identified as such in the table of contents.

Appendix A

RFQ Checklist:

1. Please complete, sign, and return Attachment A.
2. Please provide one (1) clearly identified paper original, five (5) paper copies and one electronic copy (including text, attachments and graphics) of the Columbia Empowerment Zone, Inc. RFQ Forms.
3. Proposers may email the Columbia Empowerment Zone, Inc. if you have any questions at email cezinc@columbiasc.gov.
4. Complete forms (if applicable) in Exhibit A.

Attachment A

Signature of Firm's Representative authorized to enter into agreement with Columbia Empowerment Zone, Inc.:

Firm Name: _____

By: _____ Date: _____

(Signature)

Name (Type/Print): _____

Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone _____ Fax _____

Email: _____

Federal ID #: _____

Name of Company:

PERSONNEL STAFFING

Name and Title of Staff Member:

Background and experience:

Name and Title of Staff Member:

Background and experience:

Name and Title of Staff Member:

Background and experience:

Name and Title of Staff Member:

Background and experience:

Name and Title of Staff Member:

Background and experience:

Exhibit B

Company Name:

COMPANY INFORMATION

- Is your firm:
Sole Proprietorship? Yes___No___
Partnership? Yes___No___
Corporation? Yes___No___

- If the company is a sole proprietorship, list the owner's full legal name:_____

- If the company is a partnership, list the partners' full legal names:

- If the company is a corporation, list the full legal name, as listed on the company charter:_____

- Is this firm a minority, or woman-owned business enterprise? Yes___No___

If Yes, specify: MBE_____ WBE_____

- Has the firm been certified as a minority/woman-owned business enterprise by any governmental agency? Yes_____No__

If Yes, specify governmental agency: _____

Date of certification: _____

Exhibit C

NON-DISCRIMINATION STATEMENT

The Firm certifies:

No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any RFQ submitted to Columbia Empowerment Zone, Inc. or the performance of any agreement resulting there from;

That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any agreement or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of agreement entitling the Columbia Empowerment Zone, Inc. to declare the agreement in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the agreement, termination of the agreement, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on an a agreement.

Name (printed): _____

Signature _____

Title _____

Date _____