



SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS

**Request for Proposals
Brownfield Program
RFP #2024-010**

Date of Issue: April 24, 2024

**Submission Deadline:
May 27, 2024
at 3:00 PM**

Direct all inquiries concerning this RFP to:
Esmonde Levy, Special Projects Director 803-774-1406,
elevy@slcog.org

Table of Contents

Table of Contents	2
1.0 PURPOSE AND BACKGROUND	3
2.0 GENERAL INFORMATION	4
REQUEST FOR PROPOSALS (RFP) DOCUMENT	4
RFP SCHEDULE	4
RFP QUESTIONS	4
INSTRUCTIONS	5
DEFINITIONS, ACRONYMS AND ABBREVIATIONS	5
NOTICE TO RESPONDENTS REGARDING TERMS AND CONDITIONS	6
3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	6
METHOD OF AWARD	6
CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	6
PROPOSAL EVALUATION PROCESS	7
PROPOSAL EVALUATION CRITERIA	7
INTERPRETATION OF TERMS AND PHRASES	7
4.0 PROPOSAL REQUIREMENTS	8
PROPOSAL PREPARATION & SUBMITTAL	8
PROPOSAL CONTENTS	9
Section 1: RFP Checklist	9
Section 2: Cover Letter	9
Section 3: Firm Qualifications and Experience	9
Section 4: Proposed Strategy and Technical Approach	10
Section 5: Proposed Pricing	10
Section 6: Key Personnel Experience	10
Section 7: Appendix Administrative Information	11
ADDITIONAL REQUIREMENTS	11
5.0 SCOPE OF WORK EXPECTATIONS	11
SANTEE-LYNCHES' ROLE IN THE BROWNFIELD PROGRAM	11
TASK SUMMARY	11
Task 1: Grant and Program Assistance	11
Task 2: Assessment Planning and Candidate Site Selection	12
Task 3: Site Assessments and Plan Preparation	12
Task 4: Risk Assessment, Corrective Action Plan and Regulatory Support	12
PROJECT TIMELINE	12
ATTACHMENT A: REQUEST FOR PROPOSAL CHECKLIST	13
ATTACHMENT B: REFERENCES	14
ATTACHMENT C: PRICING PROPOSAL SUMMARY	15
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY RESPONDENT	16
ATTACHMENT E: CERTIFICATION OF INSURANCE	17
ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION	18
ATTACHMENT G: SERVICE AGREEMENT – CONSULTANT TEMPLATE	19

1.0 PURPOSE AND BACKGROUND

The purpose of the Request for Proposals (RFP) is to solicit proposals for Brownfields Project Assistance in order to prepare our organization and our local government members for a 2024 EPA Brownfields Community-Wide Assessment application.

Santee-Lynches seeks a partner with expertise in environmental assessment and cleanup activities, including Phase I and II Environmental Site Assessments, Inspections (Asbestos, Lead, etc.), Cleanup and Redevelopment planning, Community Outreach, and other components of the EPA and State of South Carolina Brownfields Program, along with grant writing for which funding is to be secured.

Santee-Lynches has the following objectives for the Project which directly shape the scope of work:

- Effective Grant Writing Assistance
- Full Service Brownfield Assessment and Related Programmatic Activities
- Assist with Regulatory and Compliance Reporting

Organization Background and Information

Santee-Lynches Regional Council of Governments is one of ten regional, sub-state districts in South Carolina. Regional Councils are voluntary associations of local governments formed in accordance with state law to provide a structured method of intergovernmental coordination, cooperation, and collaboration on a multi-jurisdictional level. Santee-Lynches, which was established in 1971, serves counties and cities of Clarendon, Kershaw, Lee, and Sumter. The region has a population of approximately 218,634 according to the 2020 census, including twelve incorporated communities. The four counties encompass over 2,400 square miles.

Santee-Lynches, like its statewide counterparts, continually seeks to foster the greater understanding of regional issues and opportunities. We endeavor to facilitate mutual effort and consensus among our member municipalities and counties in addressing the challenges that lie ahead for our local communities in the coming years.

Core Values

Excellence – the Santee-Lynches Council of Governments employs knowledgeable professionals who work efficiently and provide exceptional customer service while being lifelong learners.

Innovative – the Santee-Lynches Council of Governments finds creative solutions to problems and is agile in adjusting to the ever-changing challenges in the region.

Inclusive – the Santee-Lynches Council of Governments provides a wide-ranging array of services to a diverse set of communities to attract residents and businesses to the area.

Teamwork – the Santee-Lynches Council of Governments embraces collaboration and a culture of trust and respect with all stakeholders in the region.

Servant Leaders – the Santee-Lynches Council of Governments Board and staff, through their leadership, promote the well-being of those in the region through their actions and programs.

2.0 GENERAL INFORMATION

REQUEST FOR PROPOSALS (RFP) DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

RFP SCHEDULE

The table below shows the intended schedule for this RFP. The Contract Lead will make every effort to adhere to this schedule.

Action	Responsibility	Date and Time
Issue RFP	Santee-Lynches	April 24, 2024
Submit Written Questions	Respondents	April 28, 2024
Provide Addendum to Questions on Santee-Lynches Website: https://www.santeelynchescog.org/rfpsbids	Santee-Lynches	May 1, 2024, no later than 3:00 PM EST.
Submit Proposals	Respondents	May 27, 2024, no later than 3:00 PM EST.
Finalists Notified	Santee-Lynches	June 3, 2024
Virtual Finalists Interviews (If needed)	Finalists & Santee-Lynches	June 6, 2024
Selection and Notification	Santee-Lynches	June 10, 2024
Contract Award & Negotiations	Selected Responder & Santee-Lynches	June 10-14, 2024
Kickoff Meeting	Selected Responder & Santee-Lynches	June 28, 2024

RFP QUESTIONS

Upon review of the RFP documents, Respondents may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the proposal questions process, Respondents shall submit any such questions by the above due date.

Written questions shall be emailed to elvy@slcog.org by the date and time specified above. Respondents will enter “Brownfield Program RFP #2024-010” as the subject for the email. Questions submittals must include a reference to the applicable RFP section.

For questions received prior to the submission deadline date, Santee-Lynches’ response and any additional terms deemed necessary by Santee-Lynches will be posted in the form of an addendum on Santee-Lynches’ website: <https://www.santeelynchescog.org/rfpsbids> - filter by RFP - and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Santee-Lynches personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP. Santee-Lynches shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Santee-Lynches during the competitive process or after award. Santee-Lynches is bound only by information provided in this RFP and in formal Addenda.

INSTRUCTIONS

Santee-Lynches encourages all potential respondents to read the full RFP document, including all attachments, prior to preparing a response. In addition, Respondents shall note the following:

- **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondent in preparing, submitting proposals or participating in finalist interviews are the Respondent's sole responsibility; Santee-Lynches will not reimburse any Respondent for any costs incurred prior to award.
- **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, Santee-Lynches will maintain confidential trade secrets that the Respondent does not wish to be disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Respondent, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Respondent may label as a trade secret, the determination of whether it is or is not entitled to protection will be determined in accordance with SCCOL Title 39 Chapter 8. Any material labeled as confidential constitutes a representation by the Respondent that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under SCCOL Title 39 Chapter 8. Respondents are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

- **ACRES:** is the Brownfields Program system of record.
- **ASTM:** American Society for Testing and Materials, an organization that writes technical standards and guidelines.
- **Brownfield (Site):** Abandoned, idled, or under-used property where redevelopment or reuse is complicated by real or perceived environmental contamination.
- **SANTEE-LYNCHES:** Santee-Lynches Regional Council of Governments.
- **CONTRACT:** A contract generally intended to cover all normal requirements for the scope of services for a specified period of time based on an agreed upon price.
- **CONTRACT LEAD:** Representative of Santee-Lynches who corresponds with potential Respondents in order to identify and contract with that Respondent providing the greatest benefit to Santee-Lynches and who will administer the contract for Santee-Lynches.
- **EJ:** Environmental Justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies.
- **EPA:** United States Environmental Protection Agency
- **ESA:** Environmental Site Assessment
- **Phase I Environmental Site Assessment:** Identifies potential environmental concerns. A Phase I Environmental Assessment involves a review of records, a site reconnaissance (walk-through), and interviews to evaluate whether past or current activities at the site raise environmental concerns. Further described in EPA's AAI and in ASTM152-05 standard.
- **Phase II Environmental Site Assessment:** Evaluates potential concerns identified in the Phase I ESA. Phase II ESAs are tailored to meet site-specific needs and, at a minimum, may involve limited sampling and analysis to confirm or rule out potential environmental concerns.
- **QAPP:** Quality Assurance Project Plan, a formal document describing in comprehensive detail the necessary quality assurance, quality control, and other technical activities that must be implemented to ensure results of sampling and laboratory work will satisfy stated performance criteria.
- **RFP:** Request for Proposals.
- **PROPOSAL:** A submission in response to this RFP by a responsible Respondent.
- **QUALIFIED PROPOSAL:** A proposal submitted by a responsible Respondent that is responsive to the requirements of the RFP as outlined in this document.
- **RESPONDENT:** Supplier, Respondent, company, firm, corporation, partnership, individual or other entity submitting a response to this RFP.

NOTICE TO RESPONDENTS REGARDING TERMS AND CONDITIONS

It shall be the Respondent's responsibility to read the Instructions, Santee-Lynches' terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Respondents also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP. A copy of Santee-Lynches' standard contract with terms and conditions may be requested.

If Respondents have questions, issues or exceptions regarding any term, condition, instruction, or other component within this RFP, those shall be submitted as questions in accordance with the instructions in Section 2.0 Proposal Questions. If Santee-Lynches determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. Santee-Lynches may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, Santee-Lynches rejects and will not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Respondents submitted with Respondent's proposal document. This applies to any language appearing in or attached to the document as part of the Respondent's proposal that purports to vary any terms and conditions or Respondents' instructions herein or to render the proposal non-binding or subject to further negotiation. **By execution and delivery of a proposal in response to this Request for Proposals, Respondent agrees that any additional or modified terms and conditions, including Instructions to Respondents, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Respondent's proposal as nonresponsive.**

If a Respondent desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.3, about whether specific language proposed as a modification is acceptable to or will be considered by Santee-Lynches. Identification of objections or exceptions to Santee-Lynches' terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected. By executing and submitting its proposal in response to this RFP, the Respondent understands and agrees that Santee-Lynches may exercise its discretion not to consider any and all proposed modifications a Respondent may request and may accept the Respondent's proposal under the terms and conditions in this RFP.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

METHOD OF AWARD

All Qualified Proposals submitted by the due date and time will be evaluated. Santee-Lynches will select award or awards based on the evaluation criteria outlined below. While the intent of this RFP is to award a Contract to single Respondent for all line items, Santee-Lynches reserves the right to make separate awards to different Respondents for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to Santee-Lynches to do so. Santee-Lynches reserves the right to waive any minor informality or technicality in proposals received.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are submitted through the date the contract is awarded—each Respondent submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head), or private entity, if the communication refers to the content of Respondent's proposal or qualifications, the contents of another Respondent's proposal, another Respondent's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or

indirectly influencing the evaluation of proposals and/or the award of the contract. A Respondent not in compliance with this provision shall be disqualified from contract award, unless it is determined in Santee-Lynches' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Santee-Lynches would not be served by the disqualification. A Respondent's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

PROPOSAL EVALUATION PROCESS

Santee-Lynches shall review all Proposals to this RFP to confirm that they meet the specifications and requirements of the RFP and were submitted by the stated deadline. Only those deemed as Qualified Proposals will be sent for evaluation by the selection committee.

- a) Proposals are requested for the scope of services as specified. Santee-Lynches reserves the right to reject any proposal on the basis of fit, form, and function as well as cost. All information furnished in this proposal may be used as a factor in determining the award of this contract.
- b) Santee-Lynches will review and assess Qualified Proposals according to the evaluation criteria listed below.
- c) Santee-Lynches will rank all Qualified Proposals and may select a finalist group of Respondents to take part in a short interview with Santee-Lynches leadership; alternatively, Santee-Lynches may make a final selection without the need for a finalist interview. If a finalist group is needed, Santee-Lynches may request additional formal responses or submissions from any or all Finalists for the purpose of clarification or to amplify the materials presented in any part of the proposal. Finalists are cautioned, however, that Santee-Lynches is not required to request clarification, and often does not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Respondent. Pricing proposals cannot be altered or modified as part of a clarification, unless Santee-Lynches requests a 'best and final offer'.
- d) Upon completion of the evaluation process, Santee-Lynches will make award(s) based on the evaluation and notify Respondents via email of the award(s). Award of a Contract to one Respondent does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to Santee-Lynches. All Respondents will be notified regarding the status of their Qualified Proposal by the date of the proposed contract award in the schedule above.

PROPOSAL EVALUATION CRITERIA

Santee-Lynches staff will evaluate individual submittals in context of the Respondent's overall capabilities, experience and the information provided in each response. Any Respondent determined to be technically unqualified, or whose submittal is deemed unresponsive, will not be considered. Consultants responding to this RFP will be evaluated on the following basis:

Response to Project Goals and Scope	35%
Firm Information and Qualifications	25%
Key Personnel Experience	25%
Fee Proposal	15%

INTERPRETATION OF TERMS AND PHRASES

This Request for Proposals serves two functions: (1) to advise potential Respondents of the parameters of the solution being sought by the agency; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request

for Proposals shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Respondents have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposals. Except as specifically stated in the Request for Proposals, no one requirement shall automatically disqualify a Respondent from consideration. However, failure to comply with any single requirement may result in Santee-Lynches exercising its discretion to reject a proposal in its entirety.

4.0 PROPOSAL REQUIREMENTS

This Section lists the requirements related to this RFP and the procedure for submitting Proposals in response to this RFP. By submitting a Proposal, the Respondent agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Respondent is unclear about a requirement or specification or believes a change to a requirement would allow for Santee-Lynches to receive a better proposal, the Respondent is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with the RFP Instructions.

PROPOSAL PREPARATION & SUBMITTAL

Respondents shall note the following requirements for Proposal format and submittal instructions:

- **FORMAT:** Respondents shall deliver one **(1) signed, original proposal in hard copy, five (5) copies and one (1) digital format** such as Adobe Acrobat PDF. Proposals are limited to 20 pages maximum not including required Attachments (A-F) and the cover page. There is a ten (10) page maximum for any other materials in an appendix.
- **ORGANIZATION:** All Proposals shall be arranged in the following order. See below for the full requirements.
- **SUBMITTAL INSTRUCTIONS:**
 - **Digital Copy:** Proposal and all attachments shall be emailed to elevy@slcog.org by **May 27, 2024, no later than 3:00 PM**. Respondents are to enter ***Brownfields Program*** as the subject for the email.
 - **Original Hard Copy:** Proposal and all attachments shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. See below for the full details and expectations for content requirements.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE, OVERNIGHT OR SPECIAL DELIVERY

Santee-Lynches Regional Council
Attn: Esmonde Levy
3219 Broad Street
Sumter, SC 29150

Phone: 803-774-1406

- **IMPORTANT NOTE:** It is the responsibility of the Respondent to have the proposal submitted electronically by the specified time and date listed above. This is an absolute requirement. The original hard copy of the proposal must be postmarked by the submittal deadline. Any proposal received after the proposal submission deadline will not be accepted or evaluated. Attempts to submit a Proposal via facsimile (FAX) machine in response to this RFP will not be accepted.
- **ADDENDA:** Critical updated information may be included in Addenda to this RFP. It is important that all Respondents proposing on this RFP periodically check Santee-Lynches’ website at <https://www.santeelynchescog.org/rfpsbids> for any Addenda that may be issued prior to

the proposal deadline date. All Respondents shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

- **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn only in writing and only by the office issuing the RFP prior to the time for the opening of proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request shall be on Respondent's letterhead and signed by an official of the Respondent authorized to make such request. Any withdrawal request made after the opening of the proposals shall be allowed only for good cause shown and in the sole discretion of Santee-Lynches.

PROPOSAL CONTENTS

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in this section. Respondent's proposal shall include the required elements outlined below, populating all attachments of this RFP that require information and including an authorized signature where requested. Additional details required for each Proposal section are listed below.

A. RFP Package must include the following components in order:

Section

1. RFP Checklist
2. Cover Letter
3. Firm Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Proposed Pricing
6. Key Personnel Experience
7. Appendices
 - a. Requested Resumes
 - b. Requested Attachments
 - c. Administrative Attachments

Section 1: RFP Checklist

- Complete and submit the RFP Checklist available in Attachment A of this RFP. (Note: Respondent may recreate Attachment A so long as the content is consistent)

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and email address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the Respondent's understanding of the services required and qualifications to provide brownfield services, including years of service;
- A list of any subcontractors and reason for teaming on the RFP; also include the subcontractor's primary contact name, business address, phone number, email;
- Such other information as the Respondent deems appropriate.

Section 3: Firm Qualifications and Experience

In this section, Respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing brownfield services. Discuss your firm's environmental services approach including years of experience as well as the variations of service types (such as, asbestos survey, lead survey) as it relates to this RFP. Also include experience in brownfields grant writing and South Carolina brownfield project execution. State experience with Biden Administration's EJ initiatives as well as other key initiatives related to brownfields site selection and subsequent projects. Also comment on history of Quality Assurance and ensuring EPA and OSHA health and safety requirements while conducting project activities. Considering the past three years,

describe the firm's success in:

- Effective Grant Writing Assistance
 - Winning applications (number of successfully funded applications);
 - Grant programmatic experience/capacity to support projects that address contaminated properties;
 - Documented experience working with federal and state regulatory agencies;
- Full Service Brownfield Assessment and Activities
 - Property Identification and Inventory
 - Site Characterization and Assessment Activities
 - Cleanup and Development Planning
- Community Engagement Planning and Activities
 - Community Engagement Planning
 - Conducting public meetings and hearing
 - Facilitating a Brownfield working group
 - Developing and implementing effective methods of communicating information about Brownfield programs to the public (website, information sheets, mailings, etc.)
 - Preparing presentations to provide information about the project's progress
- Reporting and Closeout of Grant upon completion
 - Preparing quarterly and annual EPA required reports
 - Preparing and maintaining schedules and budgets for assessments and/or cleanup design
 - Preparing Grant Closeout reports

Please complete and submit within this section:

- Attachment B –References Sheet (Note: Respondent may recreate Attachment B so long as the content is consistent)

Section 4: Proposed Strategy and Technical Approach

In this section, Respondent shall provide the firm's proposed strategy and technical approach to meet the Scope of Work requirements outlined in Section 5 below, including any procedures, methodologies, resources, systems, etc.

Specific areas of the approach that the Respondent should address include:

- Program and Grant Application Assistance;
- Community Outreach and Education Assistance;
- Candidate Site Selection;
- Regulatory Support;
- Assessment Planning;
- Phase I and Phase II Site Assessments;
- QA/QC Plan Preparation;
- Risk Assessment and Corrective Action.

Section 5: Proposed Pricing

Respondents shall provide a detailed price proposal based on the general approach to delivering the scope of services in this RFP based on the information available at the time of this RFP. Santee-Lynches recognizes that specific pricing elements may require the knowledge of the sites to be assessed; respondents are asked to propose a pricing approach that would be enable Santee-Lynches to effectively develop a budget for a EPA Brownfields application. The format of the proposed pricing is flexible but should include sufficient details if known including: name and position of each staff member assigned to the project, number of hours per assigned staff member and their associated hourly rate. Note that Santee-Lynches is unable to accept unlimited reimbursable expenses. Any proposed reimbursable expenses must be capped in the price proposal.

Please complete and submit within this section:

- Attachment C– Pricing Proposal Summary
- Detailed pricing proposal per the Respondent's own format
 - Please take note of special requirement on Attachment C.

Section 6: Key Personnel Experience

Respondents shall provide a summary of qualifications for key personnel and any subcontractors proposed

to work on the scope of work under this contract. Summary of qualifications should not replicate details to be provided in resumes in the appendix, rather highlight how the individuals' experience is relevant for this scope of work.

Provide copies of the following in an appendix:

- Organizational Chart of Respondent and any subcontractors
- Individual resumes for key personnel (no more than 2 pages each)

Section 7: Appendix Administrative Information

- Attachment D - Location of Workers Utilized by Respondent
- Attachment E - Proof of Liability Insurance with its Limits
- Attachment F - Certification of Financial Conditions
- Attachment G - Service Agreement-Consultant Template (For Information)
- Acknowledged Addenda, if applicable

ADDITIONAL REQUIREMENTS

Respondents shall note the following requirements of Respondents to this RFP:

- Fully review the standard Santee-Lynches contract for services provided in Attachment G.
- IRAN DIVESTMENT ACT: As provided in [SCCOL Title 11 Chapter 57](#), any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State of South Carolina pursuant to [SCCOL Title 11 Chapter 57](#), is ineligible to contract with Santee-Lynches.

5.0 SCOPE OF WORK EXPECTATIONS

The following scope of work tasks have been prepared as a guide to help the interested Respondent understand the expected product from this work engagement. Items identified as required for the RFP response should be addressed in the respondent's submittal. Required and optional requirements for the scope of work are also noted. Respondents are encouraged to provide suggestions to this scope that would improve or enhance the final product.

SANTEE-LYNCHES' ROLE IN THE BROWNFIELD PROGRAM:

To aid in a Respondent's proposal preparation, Santee-Lynches would like to clarify the roles and responsibilities it is prepared to assume at this stage, as follows:

- Serve as the primary point of contact and coordinate engagement with local governments in the region interested in participating in a brownfields program or specific application development.
- If awarded, lead all coordination with EPA and administer the grant including preparing all reports.
- If awarded, coordinate community engagement with varying degrees of support provided by the selected Vendor based on negotiations and available Santee-Lynches capacity at the time of award.

TASK SUMMARY

Task 1: Grant and Program Assistance

- a) Assist Santee-Lynches in identifying and writing grant applications for EPA grants, including, but not limited to USEPA Brownfields Community-wide Assessment Grant.
- b) Assist Santee-Lynches with quarterly and annual EPA reporting requirements
- c) Assist Santee-Lynches with preparing presentations to provide information for partners, organizations, and communities
- d) Assist Santee-Lynches in preparing a Community Involvement Plan (CIP) model for use in the region. (Please see Attachment C – Pricing Proposal)
- e) Participate and coordinate public engagement and community outreach activities as requested (Please see Attachment C - Pricing Proposal)
- f) Attend meetings with Santee-Lynches as requested
- g) Attend at least monthly check in meeting with Santee-Lynches Staff throughout the contract term

Task 2: Assessment Planning and Candidate Site Selection

- a) Prepare and maintain schedules and budgets for assessment and/or cleanup activities
- b) Provide tools and support in creating a brownfields property inventory including prioritization of properties
- c) Conduct other assessments activities including, but not limited to, asbestos surveys, mold surveys, lead paint surveys, and wetlands and natural resources surveys.

Task 3: Site Assessments and Plan Preparation

- a) Prepare Generic and Site Specific QAPPs that comply with EPA procedures.
- b) Prepare Phase I and Phase II Site Assessments applicable to State of SC and ASTM standards
- c) Prepare QA/QC Plans for submission to EPA
- d) Other related activities

Task 4: Risk Assessment, Corrective Action Plan and Regulatory Support

- a) Provide regulatory support as required
- b) Prepare corrective action plans, if necessary
- c) Prepare risk assessments, if necessary
- d) Assist with updating ACRES database

PROJECT TIMELINE

Santee-Lynches expects to prepare the grant application shortly after contract award, negotiations, and contract execution. Santee-Lynches expects to submit a Community-Wide Brownfields Assessment Grant Application with target areas across the four County region during the next EPA application period. Santee-Lynches expects to begin work with the Contractor soon after to start preparing the application well in advance of expected application deadline. The Contractor is expected to assist in decisions around which areas are the best target areas and priority site areas to produce the most competitive application and garner the most value added projects around the region. Assistance with telling the story through the narrative as well as acquiring data is expected from the selected Contractor. The EPA award is expected to be announced late 2024 early 2025, and therefore, Santee-Lynches is expecting a partner throughout the award term and closeout. Brownfield programmatic activity is expected to be on-going.

Attachments to this RFP begin on the next page.

ATTACHMENT A: REQUEST FOR PROPOSAL CHECKLIST

BROWNFIELDS PROGRAM RFP Response Checklist

RESPONDENT NAME: _____

SECTION	CHECKLIST	CHECK BOX	(Santee-Lynches USE ONLY)
1	RFP CHECKLIST (Attachment A)		
2	RFP Cover Letter		
3	Firm Qualifications and Experience		
	✓ References - Attachment B		
4	Proposed Strategy and Technical Approach		
	○ Based on Section 5 Scope of Work		
5	Proposed Pricing		
	✓ Pricing Proposal – Attachment C		
	✓ Detailed price proposal		
6	Key Personnel Experience		
	✓ Organizational charts		
	✓ Key Personnel Resumes		
	✓ Location of Workers Utilized by Respondent– Attachment D		
7	Appendices & Administrative Information (Does Not Count to Page Limitation)		
	✓ Certification of Insurance – Attachment E		
	✓ Certification of Financial Condition– Attachment F		
	✓ Acknowledge Review of Santee-Lynches Service Agreement – Consultant Template – Attachment G		
	✓ Acknowledgement of Addenda (If Applicable)		

SUBMIT

Respondents shall deliver one (1) signed, original proposal in hard copy, five (5) additional hard copies and one (1) proposal in digital format (Adobe Acrobat PDF).

ATTACHMENT B: REFERENCES

Respondent **must** provide a minimum of three (3) references for whom you have performed similar services as described herein. **Note:** E-mail addresses must be valid. Failure to provide a valid email may subject the Respondent's proposal to rejection.

Reference 1:

Client Name	
Type of Service / Scope of Work	
Performance Dates	
Contact Name	
Phone	
Email	

Reference 2:

Client Name	
Type of Service / Scope of Work	
Performance Dates	
Contact Name	
Phone	
Email	

Reference 3:

Client Name	
Type of Service / Scope of Work	
Performance Dates	
Contact Name	
Phone	
Email	

ATTACHMENT C: PRICING PROPOSAL SUMMARY

In addition to completing this cover sheet, Respondents shall provide a detailed price proposal based on a general approach to delivering the scope of services in this RFP based on the information available at the time of this RFP. Santee-Lynches recognizes that specific pricing elements may require the knowledge of the sites to be assessed; respondents are asked to propose a pricing approach that would enable Santee-Lynches to effectively develop a budget for an EPA Brownfields application and evaluate the responses. Note that Santee-Lynches is unable to accept unlimited reimbursable expenses. Any proposed reimbursable expenses must be capped in the price proposal.

Total price for all services and deliverables	
Total reimbursable expenses cap	
Total price proposal	

Please attach a full price proposal that references the specific tasks and deliverables outlined in Section 5 – SCOPE OF WORK. As it relates to Community Engagement (CE), Santee-Lynches requests for Task 1 subsections (d) and (e), that responder breaks out the pricing for the Community Engagement activities as follows:

- *Responder handles all CE activities;*
- *Santee-Lynches and Responder collaborate on CE activities;*
- *State the savings if Santee-Lynches were to handle all CE activities.*

If there are other planning activities that would be areas of collaboration and/or cost savings if done in house, the Responder is encouraged to break out other areas for consideration using the same format.

The format of the price proposal is at the discretion of the Respondent.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY RESPONDENT

In accordance with SC state law, the Respondent shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. Santee-Lynches or its designee will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

Will any work under this Contract be performed outside the United States?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

If the Respondent answered "YES" above, Respondent shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Respondent, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Respondent, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

The Respondent agrees to provide notice, in writing to Santee-Lynches, of the relocation of the Respondent, employees of the Respondent, sub-Contractors of the Respondent, or other persons performing services under the Contract outside of the United States.

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

Identify all U.S. locations at which performance will occur:

--

ATTACHMENT E: CERTIFICATION OF INSURANCE

Respondent should attach proof of insurance for the type of work solicited in this RFP, including, but not limited to Workers Compensation and Commercial General Liability coverage.

This Space is Intentionally Left Blank

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Respondent: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Respondent is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Respondent has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Respondent is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Respondent is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Respondent has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Respondent.

Note: This shall constitute a continuing certification and Respondent shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Respondent shall explain the reason in the space below:



Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Respondent]

ATTACHMENT G: SERVICE AGREEMENT – CONSULTANT TEMPLATE

*[Santee-Lynches staff: Complete green-highlighted sections, filling in blanks or selecting from among square- bracketed options as appropriate. Un-bracket gray-highlighted sections that are applicable or else delete them. **Delete this header prior to execution of final agreement.***

[Consultant: Complete yellow-highlighted sections, filling in blanks or selecting from among square-bracketed options as appropriate.]

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this “Agreement”), dated as of the [] day of , 20 [the “Effective Date”], is by and between [CONSULTANT ORGANIZATION LEGAL NAME], a [describe type of organization; e.g., SC local government, for-profit/non-profit SC corporation, etc.] and [having a principal place of business at][an individual residing at] [street address, city, state ZIP] (“Consultant”) and SANTEE-LYNCHES COUNCIL OF GOVERNMENTS, d.b.a Santee-Lynches Regional Council, a South Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of South Carolina and having a principal place of business at 3219 Broad Street Sumter, South Carolina 29150 (“Santee-Lynches”). Consultant and Santee-Lynches are each referred to individually as a “Party” and collectively as the “Parties” to this Agreement.

RECITALS

WHEREAS, Consultant is in the business of [];

WHEREAS, Santee-Lynches wishes to engage Consultant to perform certain professional services in accordance with the terms and conditions of this Agreement and as described in one or more statements of work (the “Services”), as may be agreed upon by the Parties in writing from time to time (each a “Statement of Work”); and

WHEREAS, Consultant wishes to provide the Services in accordance with the terms and conditions hereof.

In consideration of the mutual covenants contained herein, the sufficiency and adequacy of which are hereby acknowledged, Santee-Lynches and Consultant hereby agree as follows:

ARTICLE I

Statements of Work

A. The initial Statement of Work agreed to by the Parties is set forth on Exhibit A hereto. From time to time during the Term hereof (as defined in Section II.A. below), the Parties may, in their discretion, agree in writing to additional Statements of Work. Each Statement of Work is hereby incorporated into this Agreement.

B. Santee-Lynches hereby retains Consultant to perform the Services, and Consultant agrees to perform the Services, in conformity with each Statements of Work, subject to the terms and conditions of this Agreement and all applicable local, state, and federal laws and regulations. Consultant will devote such time, efforts and resources to the performance of the Services as are reasonably necessary to accomplish the tasks specified in each Statement of Work. Each Statement of Work shall identify the following:

- (i) That such Statement of Work is entered into pursuant to, and governed by, this Agreement and the date as of which the Statement of Work will be effective;
- (ii) The nature and objectives of the Services, the Services to be performed and the obligations to be discharged by Consultant;
- (iii) The deliverables to be provided by Consultant to Santee-Lynches in connection with the Services (the “Deliverables”);
- (iv) Functional and/or technical specifications (standards or guidelines) for the Deliverables (the “Specifications”);
- (v) Completion and acceptance criteria for the Deliverables;
- (vi) A time schedule for performance of Services by Consultant and a related task plan;
- (vii) The specific resources to be provided by Consultant and the project roles of Consultant’s personnel; and
- (viii) The payments to be made to Consultant for Services under the Statement of Work and the basis for calculation of such payments.

C. Santee-Lynches may reduce the scope of work in a Statement of Work at any time upon written notice to Consultant. In addition, from time to time, Santee-Lynches and Consultant may agree in writing to otherwise amend or enlarge the scope of work in a Statement of Work. Consultant may not decline to accept any changes to the scope of work in a Statement of Work requested by Santee-Lynches that reduce the cost of performance, provided that an equitable adjustment in compensation is made for the out-of-pocket costs of any performance or preparation already undertaken by Consultant. Consultant further may not decline any changes to the scope of work in a Statement of Work requested by Santee-Lynches that increase the cost or magnitude of performance, provided that the changes do not significantly increase the scope of work and a commensurate increase in compensation is fixed.

D. Consultant shall furnish such written reports, analyses and documentation in connection with the performance of Consultant’s Services under this Agreement as Santee-Lynches may request in writing from time to time.

ARTICLE II

Term

A. This Agreement shall commence as of the Effective Date and remain in full force and effect for [the remainder of Santee-Lynches' fiscal year ending June 30, 2024 (the "Initial Term"), and will continue in effect with automatic renewals for successive one-year terms (each a "Renewal Term" and, together with the Initial Term, the "Term"),] [] _____ [] year[s] thereafter (the "Term"),] unless terminated earlier in accordance with the provisions of this Article II. For all Statements of Work under this Agreement, any renewal of the term of the SOW or amendment of Santee-Lynches' financial obligations under the SOW, shall be void unless the pre-audit requirements of the South Carolina Local Government Finance Act have been met and attested by signature of Santee-Lynches' finance director.

B. Each Statement of Work shall remain in full force and effect in accordance with its terms, unless terminated in accordance with this Article II. In the event that any Statement of Work remains in effect as of the termination or expiration this Agreement, then, notwithstanding anything to the contrary in Section II.A above, this Agreement shall continue in effect solely for the term of, and for purposes of, such Statement of Work.

C. Santee-Lynches shall have the right to terminate this Agreement (including all Statements of Work) or any Statement of Work for its convenience at any time by providing 30 days prior written notice to Consultant. Upon such termination, or at the expiration of this Agreement, Consultant shall be paid for the Services satisfactorily completed and performed by Consultant on or before the date of termination that have not previously been paid or reimbursed by Santee-Lynches.

D. If either Party materially breaches the terms of this Agreement and/or a Statement of Work and such breach is not cured within 30 days after written notice of such breach is given to the breaching Party, then the other Party may, by giving written notice to the breaching Party, terminate this Agreement (including all Statements of Work) and/or the applicable Statement of Work as of the end of such 30 day period or such later date as is specified in the notice of termination.

E. If this Agreement or a Statement of Work is terminated by Santee-Lynches under Section II.D, Santee-Lynches shall be entitled, without prejudice to any other rights or remedies available to it, to cause the completion of any pending Services by, at its option, either (i) requesting Consultant to complete the Services, in which case Consultant shall be paid for the Services requested by Santee-Lynches that have been satisfactorily completed and performed by Consultant and that have not previously been paid or reimbursed by Santee-Lynches, or (ii) causing such Services to be completed in whatever manner it deems expedient (whether by engaging the services of any third party or otherwise) and crediting the reasonable costs and expenses so incurred against any amount due or to become due to Consultant under this Agreement.

Santee-Lynches shall use reasonable care to mitigate the amount of excess costs for which Consultant may be liable under this Section II.E. If, after termination, it is determined for any reason whatsoever that Consultant did not materially breach this Agreement; or that such breach was excusable as a matter of law, the rights and obligations of the Parties shall be the same as if Santee-Lynches had terminated the Agreement in accordance with Section II.C of this Agreement.

F. Within 30 days after the expiration or termination of this Agreement and/or a Statement of Work, Consultant shall deliver to Santee-Lynches all Deliverables, writings, documents, tangible work product and copies thereof prepared by Consultant in connection with this Agreement and/or the applicable Statement of Work.

G. The election by Santee-Lynches to terminate this Agreement or a Statement of Work in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve either Party of its obligations under Sections II.F, III.D., and XIII.B, and under Articles V (Ownership of Work Product), VI (Confidential and Proprietary Information), VII (Warranty and Indemnification), and X (Applicable Law; Jurisdiction; Venue), nor will expiration or termination relieve Consultant or Santee-Lynches from any liability arising from any breach of this Agreement. In addition, upon expiration or termination of this Agreement for any reason, Consultant shall promptly deliver to Santee-Lynches, or at Santee-Lynches' request destroy, all Santee-Lynches Confidential Information (including without limitation all copies thereof) within Consultant's possession or control.

ARTICLE III

Compensation

A. As sole compensation for the performance of the Services, Santee-Lynches shall pay Consultant at the rates and upon the terms set forth in each Statement of Work. Consultant shall invoice Santee-Lynches for all fees for Services in accordance with the schedule stated in the Statement of Work. Each invoice will include (i) a breakdown of the work performed and amounts being invoiced to Santee-Lynches relating thereto; (ii) if any invoiced amount is based on the number of hours worked during the applicable period, the number of hours and the days such work was performed and description in reasonable detail of the work performed during such hours; and (iii) all total amounts due. Santee-Lynches will pay all undisputed invoiced amounts within 45 days after receipt of the applicable invoice.

B. In addition, and except for Statements of Work based on fixed fee compensation or that explicitly exclude such expense reimbursement, Santee-Lynches shall reimburse Consultant for reasonable expenses incurred by Consultant in connection with the performance of the Services, provided that such expenses are

approved by Santee-Lynches in writing in advance and are incurred in accordance with Santee-Lynches' then-current travel and expense policy. Unless otherwise expressly indicated in a Statement of Work, Consultant shall submit, at least monthly, statements for Services rendered and expenses incurred in such form and detail as Santee-Lynches shall require, by the 15th day of the following month. Each invoice shall reference the applicable Contract Number, the Statement of Work Number and the Task Number.

C. In the event Santee-Lynches disputes any amount shown due on such invoice, Santee-Lynches shall pay any undisputed amounts in accordance with the applicable payment terms and send a disputed amount notice (setting forth the amount in dispute and the reasons for any such dispute) to Consultant. The parties shall use commercially reasonable efforts to resolve any such dispute.

D. During the term of this Agreement and for a period of three years thereafter, Consultant shall maintain complete and accurate books and records to substantiate Consultant's charges to Santee-Lynches hereunder. To the extent Consultant keeps such records in the normal course of its business, such records shall include, but not be limited to, time cards, job cards, attendance cards, job summaries, travel and expense reports, and records of any other supporting documentation for all amounts billable and payments made to it under this Agreement. Either Santee-Lynches, or an independent third party on behalf of Santee-Lynches, shall have the right to inspect, copy, verify and audit such books and records at any time upon two weeks' prior written notice to Consultant. Consultant shall cooperate fully with Santee-Lynches or its designees in connection with the audit, and assist Santee-Lynches, or its designees, as is reasonably required. Consultant shall reimburse Santee-Lynches the amount of any overpayments, if any, determined to have been paid by Santee-Lynches as a result of such audit. In addition, Consultant shall reimburse Santee-Lynches for any expenses incurred by Santee-Lynches in connection with any audit which results in the correction of a billing error by Consultant in an amount greater than 5% of the charges that were subject to such audit for the period audited.

ARTICLE IV

Delivery and Acceptance

A. Consultant shall deliver each Deliverable at the times and in the manner specified in the applicable Statement of Work. Unless another process is set forth in a Statement of Work, the Parties shall comply with the delivery, review and acceptance procedures for each Deliverable as set forth in Section IV.B.

B. Upon the delivery of each Deliverable, Santee-Lynches shall have 30 days to inspect and test such Deliverable to determine whether it is acceptable. In the event that Santee-Lynches notifies Consultant in writing that such Deliverable is unacceptable, Consultant shall, within 30 days following receipt of such notice, remedy such failure and re-deliver such Deliverable to Santee-Lynches. The foregoing process shall continue until the Deliverable has been approved in writing by Santee-Lynches; provided that Santee-Lynches shall have the right at any time to (i) deem any non-conformity to be a

material breach of this Agreement; or (ii) accept the Deliverable as a nonconforming deliverable (in which case Santee-Lynches may, in its sole discretion, either (a) recover from Consultant Santee-Lynches' out-of-pocket costs (which may include amounts paid to Santee-Lynches affiliates) incurred in correcting, modifying or otherwise adapting the Deliverable to conform to the Specifications; or (b) withhold (or be refunded) an amount of the fees payable or (paid) to Consultant to reflect the value of the Deliverable actually received relative to the value of the Deliverable had it conformed to the Specifications). Each Deliverable shall be deemed accepted ("Acceptance") when Santee-Lynches shall have notified Consultant of its determination (iii) that the Deliverable conforms to the Specifications or (iv) to accept the Deliverable as a non-conforming Deliverable. All warranties made by Consultant under this Agreement shall survive Acceptance of the Deliverables.

ARTICLE V

Ownership of Work Product

A. Consultant shall make prompt written disclosure to Santee-Lynches of all inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property made or conceived or actually or constructively reduced to practice during the term of this Agreement, whether solely or jointly with others, and which are suggested by, or derive or result from, any Services which Consultant may do pursuant to this Agreement, or from any information obtained by Consultant from Santee-Lynches or in discussions and meetings with employees of Santee-Lynches or its affiliates (such inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property, etc., collectively referred to as "Work Product"). Consultant agrees that Santee-Lynches owns and shall continue to own all right, title and interest in and to the Work Product and Deliverables, including, but not limited to all copyrights and renewals and extensions of copyright therein. Consultant shall, and hereby does, exclusively and irrevocably assign, transfer and otherwise convey to Santee-Lynches all right, title, and interest in and to the Work Product and the Deliverables, including without limitation all rights of copyright or other intellectual property rights pertaining thereto. Upon Santee-Lynches' request and at Santee-Lynches' expense, Consultant shall assist Santee-Lynches to protect and enforce Santee-Lynches' intellectual property rights conferred in this Article V. Consultant hereby waives any and all claims that Consultant may have now or may hereafter have in any jurisdiction to so-called "rental rights," "moral rights" and all rights of "droit moral" with respect to the Work Product and the Deliverables and to the results and proceeds thereof. Consultant agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by Santee-Lynches to establish, perfect, effectuate, and preserve Santee-Lynches' rights in such Work Product and Deliverables.

B. With respect to any materials owned by or licensed by Consultant from third parties (the "Third Party Materials") being included in any Work Product or any Deliverables, Consultant shall either (i) be responsible for obtaining for Santee-Lynches at Consultant's sole cost and expense, and hereby grants to Santee-Lynches, a perpetual, irrevocable, worldwide, royalty free, paid-up, transferable, sub-licensable license to

use, reproduce, distribute, publicly perform, publicly display, modify and prepare derivative works of such Third Party Materials or (ii) in the event that the immediately preceding requirement in Section V.B.(i) is not possible, Consultant shall obtain Santee-Lynches' approval in writing prior to (allowing reasonable time for the options described below) including such Third Party Materials in any Work Product or Deliverables to (a) include such Third Party Materials in the applicable Work Product and/or Deliverables with the rights for Santee-Lynches as close as possible to those outlined in Section V.B.(i) above or (b) use alternative Third Party Materials, Consultant IP (as defined below in Section V.C.) and/or Work Product that otherwise meet Consultant's obligations pursuant to this Section V.B.

C. Santee-Lynches acknowledges that Consultant may have developed materials prior to entering into this Agreement, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by Consultant in the performance of this Agreement (collectively "Consultant IP"). Consultant IP is proprietary to Consultant and shall remain Consultant's exclusive property. Consultant hereby grants to Santee-Lynches a perpetual, worldwide, royalty free, paid-up, irrevocable, non-exclusive, transferable, sub- licensable license to Consultant's IP to the extent it is incorporated in any Work Product or Deliverable delivered to Santee-Lynches by Consultant hereunder.

ARTICLE VI

Confidential and Proprietary Information

A. All information furnished to Consultant by Santee-Lynches and its designated representatives, except previously publicly available information not made public due to Consultant's fault or negligence, whether orally or by means of written material, including without limitation plans, specifications, financial or business data or projections, or any other forms of business information (the "Proprietary Information"):

(a) shall be deemed proprietary and shall be held by Consultant in strict confidence; (b) shall not be disclosed or revealed or shared with any other person except those individuals or entities specifically authorized by Santee-Lynches in advance; and (c) shall not be used other than for purposes of, and in connection with, the performance of Consultant's Services under this Agreement.

B. All written material provided to Consultant by Santee-Lynches shall be and at all times remain the exclusive property of Santee-Lynches. All such material and any copies thereof shall be promptly returned upon request of any designated representative of Santee-Lynches, and in any event shall be returned by Consultant within 30 days of notice of termination of this Agreement.

C. If Consultant should receive any legal request or process in any form seeking disclosure of, or if Consultant should be advised by counsel of any obligation to disclose, Proprietary Information, Consultant shall provide Santee-Lynches with prompt prior notice of such request or advice so that Santee-Lynches may seek a protective order or pursue other appropriate remedies to protect the confidentiality of the Proprietary Information. If such protective order or other remedy is not obtained, Consultant

agrees to furnish only that portion of the Proprietary Information which is legally required to be furnished and, in connection with Santee-Lynches, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

D. Consultant shall not, without prior written consent of Santee-Lynches, reveal or disclose to any person the existence of this Agreement, the nature of the projects performed or Services contemplated hereunder, of the status of Consultant's work or analysis except in connection with and to the extent reasonably necessary to the performance of Consultant's undertakings pursuant to this Agreement.

E. In the event of breach of any of the provisions of this Article VI by Consultant, Santee-Lynches shall be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity.

ARTICLE VII

Warranty and Indemnification

A. Consultant represents and warrants to Santee-Lynches that: (i) Consultant has the right to enter into this Agreement and to perform its obligations hereunder; (ii) the Deliverables and the Work Product (other than the Third Party Materials) and all work prepared by Consultant hereunder will be the original work of Consultant and that the Consultant has all rights necessary to convey to Santee-Lynches the unencumbered ownership of the Work Product and Deliverables and to license the Third Party Materials as provided herein; (iii) the Deliverables and Work Product and all materials and methodologies used by Consultant in performing the Services will not (a) invade the right of privacy or publicity of any third person, (b) contain any libelous, obscene, indecent or otherwise unlawful material, or (c) infringe any patent, copyright, trademark, trade secret or other proprietary right in any jurisdiction or otherwise contravene any rights of any third person; (iv) all Services to be rendered by Consultant hereunder shall be performed in a diligent, efficient, workmanlike and professional manner by qualified personnel; (v) that, when delivered, the Deliverables, if applicable, will be free of bugs, viruses, defects, design flaws or any disabling code or other devices that may cause the Deliverables or any portion thereof to become erased or inoperable or incapable of performing as intended or affect the operations of other systems; (vi) for a period of six (6) months following the launch thereof, the Deliverables will be (a) free from defects in material and workmanship under normal use and (b) will function as intended in accordance with the Specifications; and (vii) Consultant will, in performing its obligations hereunder, strictly comply with all applicable laws.

B. Consultant shall indemnify and hold harmless Santee-Lynches and its respective affiliates from and against all claims, cost, liabilities, judgments, expenses or damages owed to third parties (including amounts paid in settlement and reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with
(i) Consultant's breach (or alleged breach) of any covenants, warranties or

representations made herein, (ii) Third Party Materials, or (iii) any act or omission of Consultant which results in (a) any bodily injury, sickness, disease or death; (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (c) any violation of any statute, ordinance, or regulation.

ARTICLE VIII

Independent Contractor Relationship

A. Santee-Lynches and Consultant acknowledge that in providing the Services under this Agreement, Consultant is acting solely as an independent contractor and not as an agent or employee of Santee-Lynches. Neither Party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties. Nothing contained in this Agreement is intended to give rise to a partnership, joint venture or employment relationship between the Parties or to impose upon the Parties any of the duties or responsibilities of partners, joint venturers or employer-employee. Except as so authorized, Consultant agrees to indicate to any third party vendor or customer, as appropriate, that Consultant has no authority to bind Santee-Lynches.

B. Persons furnished by Consultant shall be solely the employees or agents of Consultant and shall be under the sole and exclusive direction and control of Consultant. Santee-Lynches and Consultant understand and agree, for purposes of federal and state law, that Consultant will not be treated as an employee with respect to Consultant's Services to Santee-Lynches as set forth herein; rather, Consultant is to be treated as an independent contractor.

C. Each Party shall be responsible for compliance with all laws, rules and regulations applicable to it. Consultant understands and agrees that Consultant alone shall be responsible to pay Consultant's appropriate share of state, federal and local taxes, including all required prepayments of estimated taxes. Consultant further agrees that Consultant shall indemnify and hold harmless Santee-Lynches for any failure to make said payments.

D. Consultant understands and agrees the Consultant is responsible for making the appropriate deductions and payments to the applicable state unemployment insurance agencies and to the applicable state workers' compensation agencies. Consultant further understands that Consultant alone is responsible for obtaining Workers' Compensation Insurance.

E. Santee-Lynches retains the right to require Consultant to produce proof of Consultant's compliance with state and federal laws concerning required payroll deductions from earnings.

ARTICLE IX

Insurance Obligations

Without limiting Consultant's indemnification obligations set forth in Section VII.B. above, Consultant shall provide and maintain at its sole cost and expense during the term of this Agreement, insurance coverage in accordance with best industry practices, and sufficient in any case, to protect the assets subject of this Agreement from loss due to theft, fraud, and /or undue physical damage. Consultant will procure and maintain and ensure that any of its subcontractors approved pursuant to this Agreement procure and maintain insurance as follows:

- A.** Workers compensation with statutory limits in compliance with applicable State and Federal laws. Employer's liability with minimum limits of **[\$100,000 each accident/\$100,000 disease each employee/\$500,000 disease policy limit] [\$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit] [\$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit].** [*Use level 1 for subs whose workforce has low risk occupations (primarily in-office clerical), level 2 for those with medium risk occupations (some travel but little or no manual labor), and level 3 for those with high risk workforce (manual labor or other high risk occupations).*]
- B.** Blanket employee fidelity coverage equal to the actual value of this Agreement.
- C.** Commercial general liability covering all operations performed by Consultant or by any subcontractor with a minimum limit of the greater of (i) \$1,000,000 or (ii) the actual value of this Agreement per occurrence with an unlimited aggregate or at amounts to be determined by Santee-Lynches, to include Contractual liability covering Consultant's assumption of liability under indemnification of Santee-Lynches, with the same limits as in item (B) above.
- D.** Professional liability (errors and omissions) to cover the performance of the services required under this Agreement with a minimum limit of \$1,000,000 per claim and a \$3,000,000 aggregate.
- E.** If any motor vehicles owned or leased, automobile liability with a minimum limit of \$1,000,000. Consultant will provide Santee-Lynches with certificates of insurance evidencing the above amounts. Before commencing work, Consultant will furnish Santee-Lynches with certificates of insurance on an approved form with Santee-Lynches named as an additional insured, or alternatively, a copy of the applicable policy endorsement adding Santee-Lynches as an additional insured. The certificates or endorsements will provide that policies will not be canceled or changed until 30 days' written notice has been given to Santee-Lynches. All insurance will be procured from reputable insurers authorized to do business in South Carolina. Further, upon Santee-Lynches' request, Consultant shall provide to Santee-Lynches evidence of such insurance coverage reasonably satisfactory to

Santee-Lynches.

ARTICLE X

Applicable Law; Jurisdiction; Venue

A. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of South Carolina (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

B. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court of South Carolina or, if such court would not have jurisdiction over the matter, then only in a South Carolina State court. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

C. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts in South Carolina and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

ARTICLE XI

Notices

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by registered or certified mail, postage prepaid, to the following or to such other person at such other address or may be designated by the parties hereto in writing and notice thereof duly given:

If to Santee-Lynches:

Santee-Lynches Council of Governments
Attn: Rachel Katorkas, Finance Director
3219 Broad Street Sumter, South
Carolina 29150

With a copy to:

Shumaker, Loop & Kendrick, LLP
Attn: Joseph J. Santaniello, Santee-Lynches Legal Counsel
101 South Tryon Street, Suite 2200

Charlotte, South Carolina 28280

If to Consultant:

[Consultant Organization Legal Name]
Attn: [Authorized person's name & title]
[Mailing Address, City, ST ZIP]

ARTICLE XII

General Terms

A. Consent of Waiver

No consent or waiver by Santee-Lynches with respect to any provision of this Agreement shall be effective unless made by a duly authorized officer of Santee-Lynches.

B. Assignment

No undertaking or rights of Consultant pursuant to this Agreement may be assigned by Consultant to any third party without the express, written consent of Santee-Lynches in advance. This Agreement shall insure to the benefit of Santee-Lynches, its affiliates, successors and assigns.

C. Severability

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement; rather, the entire Agreement shall be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

D. Entire Agreement

This Agreement constitutes the entire agreement between Santee-Lynches and Consultant. The Agreement supersedes all prior communications, representations or agreements, oral or written, with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized officer of the Party sought to be bound thereby. Should there be any conflict between the terms and conditions of this Agreement (not including the Statements of Work) on the one hand and any Statement of Work on the other hand, the terms and conditions of the applicable Statement of Work shall control to resolve such conflict with respect to such Statement of Work only.

E. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XIII

Other Terms

A. Exclusive Services

During the term of this Agreement, Consultant agrees to provide Santee-Lynches with prior written notice of any similar or like services that Consultant is providing to any other entity that is an actual or prospective competitor of Santee-Lynches. Consultant agrees not to retain copies of the Deliverables, furnish any other person copies of the Deliverables, or use the Deliverables on other projects or for any purpose other than in the performance of this Agreement without the prior written consent of Santee-Lynches, with the exception of publicly available data.

B. Publicity and Publications

Consultant shall not issue any publicity releases (including news releases and advertising or solicitation materials) or make any other public statement relating to this Agreement or the Services to be performed hereunder without the prior written approval of Santee-Lynches. Consultant shall not present or disclose to any person any technical paper, article, or documentary or oral or visual presentation concerning any aspect of Santee-Lynches' business without the prior consent and approval of Santee-Lynches.

C. Iran Divestment Act

Each Party affirms that, as of the date of execution of this Agreement, it is not listed on the Iran Divestment Act lists pursuant to SCCOL Title 11 Chapter 57, nor are its subsidiaries or parent companies, if any. If either Party should subsequently become so listed, it shall provide written notice to the other Party as soon as practicable, but within no less than five business days.

D. E-Verify

SCCOL Title 41 Chapter 8 concerns the use of the free, web-based federal program known as 'E-Verify' or other federally-authorized program to check the work authorization of all new employees in the United States (collectively, "E-Verify").

Santee-Lynches affirms that it is exempt from the requirements SCCOL Title 41 Chapter 8 because it is a "governmental body" as defined in that Article.

Consultant agrees that if it is required by SCCOL Title 41 Chapter 8 or other statutes to use E-Verify to check the work authorization of all new employees it hires in the United States, it shall do so. Consultant affirms that it is ***[select one of the following options and delete the other options]***

[a private entity that is required to use E-Verify under SCCOL Title 41 Chapter 8 or other statutes.]

[a public entity, including state agencies, counties, or municipalities, that is required to use E-Verify under statutes other than SCCOL Title 41 Chapter 8.]

[a private entity that is not required to use E-Verify, having 25 or fewer Employees in South Carolina, as the term "Employees" is defined in SCCOL Title 41 Chapter 8.]

[a public entity, including other governmental bodies, that is not required to use E-Verify.]

Consultant agrees that for each Statement of Work that specifies that E-Verify subcontractor requirements apply, it shall not enter into any subcontracts under that Statement of Work unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of SCCOL Title 41 Chapter 8 and (b) agrees to similarly ensure its subcontractors' affirmation of exemption from or compliance with those statutes.

[Signatures on next page.]

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representative as of the Effective Date.

SANTEE-LYNCHES REGIONAL COUNCIL

[CONSULTANT ORGANIZATION NAME]

By: _____

By: _____

Name: Dennis Cyphers

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

"This instrument has been pre-audited in the manner required by the South Carolina Law."

Rachel Katorkas, Santee-Lynches Finance Director

[“This instrument is approved as to form as required by Santee-Lynches Policy.”]

Joseph J. Santaniello, Santee-Lynches Legal Counsel [*Include this section only if legal approval is required. It is required if Board approval is required under the Bylaws, or if the Executive Director has required it after reviewing a Contract Authorization Request form.*]