



REQUEST FOR PROPOSAL (RFP)  
AND QUALIFICATIONS  
FOR  
ENGINEERING SERVICES

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Daniella Howard, Purchasing Agent  
Email: [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov)  
Phone: 843.545.4043

PROJECT: Maryville Water Distribution Improvements Phase I

PROJECT NO.: 1516 – Supplemental Funding from ARPA

RELEASE DATE: Wednesday, February 8, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, March 8, 2023**

Proposals must be submitted electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
The City will not accept proposals by hard copy, fax, or email.

For instructions on how to submit your quote electronically, please refer to the City's website, [click here](#) for a direct link.

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**Important hyperlinks and email addresses:**

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov).

**Communication**

It is the policy of the City of Georgetown to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the Solicitation Document.

Any communication outside the one between the designated City contact in the Solicitation Document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent's proposal if the City discovers that potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with potential respondent and/or respondents.

**Background**

The City of Georgetown (City) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.georgetownsc.gov](http://www.georgetownsc.gov).

**Purpose**

The purpose of this RFP is to seek qualified consultants to perform engineering work related to the water system infrastructure upgrades Phase I in the Maryville District.

It is the responsibility of the submitting firm to familiarize themselves with the project area and access.

The words engineer, consultant, or consulting firm are meant to be synonymous for this RFP.

### **Project Description**

The Project consists in providing Engineering Services related to the water system improvements in the Maryville District in the City of Georgetown. The water system improvements are to include replacement of approximately 3,174 linear feet of existing water lines with new 6” PVC water lines. The project is funded by the American Rescue Plan (ARPA).

### **Site Visit**

The project is located in the Maryville area of the City. See attached exhibit maps. A site visit is not mandatory but strongly encouraged prior to the proposal submittal.

### **Scope of Services**

Provide professional engineering services including, but not limited to the design, permitting, bidding and construction management for the replacement of water mains on Poplar, Hill, Glenwood, Asbury, and Sassanqua Streets (Project no. 1516). The selected consultant will serve as the Engineer of Record representing the City.

<b>DISTRICT</b>	<b>STREET NAME</b>	<b>FROM</b>	<b>TO</b>	<b>PIPE ID (IN.)</b>	<b>LENGTH (FT.)</b>
MARYVILLE	POPLAR	MORRISON	HILL	6	818
MARYVILLE	GLENWOOD	POPLAR	ASBURY	6	800
MARYVILLE	HILL	POPLAR	ASBURY	6	800
MARYVILLE	ASBURY	DEAD END	HILL	6	400
MARYVILLE	ASBURY	HILL	SASSANQUA	6	356
				<b>TOTAL</b>	<b>3174</b>

### **DESIGN PHASE TASKS:**

1. Conduct project kick-off meeting with City staff.
2. Prepare a topographic utility survey of street work area, including intersections.
3. Prepare plans and technical specifications, signed and sealed by SC professional engineer.
4. Provide water main hydraulic calculation report.
5. Incorporate City’s front-end documents into the Project Manual.
6. Submit one copy of plans and specifications at 70% and 100% for City’s review and approval. Include both PDF files and two sets of hard copies.
7. Prepare opinion of probable construction cost at 100% document stage.

### **PERMITTING, BIDDING AND PROCUREMENT PHASE TASKS:**

1. File for SCDOT and SCDHEC permits on behalf of the City.
2. Assist the City staff in preparation of bid advertisement and necessary Addenda.
3. Conduct a pre-bid conference.
4. Respond to Bidder’s questions.
5. Prepare certified bid tabulation.
6. Write recommendation of award letter.

**CONSTRUCTION PHASE TASKS:**

1. Prepare construction conformed documents for Owner and Contractor use.
2. Conduct pre-construction meeting.
3. Review and approve shop drawings and material submittals.
4. Conduct six (6) monthly progress meetings.
5. Review and respond electronically to all project related questions from the Contractor.
6. Review Contractor's change order requests and prepare change order form for Owner's approval.
7. Visit the site for observations on a limited basis. One site visit per month for six months, excluded from the progress meetings.
8. Review Contractor's as-built plans.
9. Prepare punch list for Contractor's action.
10. Issue letter of substantial and final completion

**The City will:**

1. Provide the information requested by the selected consultant
2. Pay for all permit fees
3. Provide all front-end construction documents and water technical specifications.
4. Post any necessary Addenda.
5. Issue Notices of Intent to Award, Notice of Award, and Notice to Proceed
6. Review the engineer's submittals on a timely fashion.
7. Pay monthly for all services rendered based on percentage of work completed.
8. Provide on-site construction observations.
9. Pay for on-site material testing.

**Process**

The City reserves the right to request additional information from any, and all prospective bidders or individuals deemed necessary by the City to evaluate the Proposals. However, this process may not be used as an opportunity to submit missing documentation or information or make substantive revisions to the original proposal.

The City reserves the right to cancel or reissue the RFP and/or revise the schedule at any time.

The City also reserves the right to accept or reject any proposals deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

By initialing the bottom of each page of this RFP document, firms represent that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. The firm's representatives are expected to examine this RFP thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFP shall be interpreted to require the better quality or greater quantity of work unless otherwise directed by addendum. Firms assume responsibility for any ambiguity in the solicitation that their representatives do not bring to the City's attention.

The City shall have the absolute sole discretion in evaluating both the proposal and qualifications of the firms. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the project, considering the fee and qualifications.

This solicitation will be conducted in accordance with the City's Purchasing Ordinance which can be found in its entirety on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).

It is the responsibility of the submitting consultant to familiarize themselves with the City's procurement process.

The City will conduct the selection for the best qualified, responsive, and responsible consultant in the following manner:

1. This solicitation document will be made available on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), and the South Carolina Business Opportunity (SCBO) website: <https://scbo.sc.gov/online-edition>.
2. Proposals will be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Proposals will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>. Due to the possibility of negotiation with any firm submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at the time of opening.
3. At the City of Georgetown's discretion, a shortlist of the most qualified consultants may be compiled and asked to make presentations to the City of Georgetown.
4. At the conclusion of the RFP process, qualified submittals may be presented to the Georgetown City Council for review and approval, as required.
5. A firm will be selected for contract negotiations as required.
6. The City of Georgetown will notify the selected firm of intent to offer a contract award.
7. The submittal listing of proposals received will be posted on the City's website at <https://georgetownsc.gov> under "Bids" not earlier than 48 hours after opening.

**Award**

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP. Contract shall be awarded to the best qualified, and lowest responsive and responsible consultant based on the evaluation criteria.

**Evaluation Criteria**

The selection of the consultant is based on professional qualifications and competitive fees. Fee proposals may be subject to negotiation for a fair and reasonable compensation.

All proposals will be reviewed for purposes of determining professional qualifications, responsiveness, and responsibility. Any proposal, which does not meet the submittal instructions found on page 10 of this RFP document, will be subject to disqualification. For purposes of determining responsibility, the City will review all information given by the consultant concerning its availability to fulfill the contract requirements and the integrity and reliability of the consultant.

Submitting a proposal does not necessarily qualify the consultant or proposal as responsive or responsible. Failure to provide specific information, as requested, for use in the evaluation will cause the proposal to be non-responsive.

The Project Review Committee (PRC), consisting of members appointed by the City Administrator or his/her designee, will review and independently score the proposals submitted by all firms. In its review, the PRC will consider all elements of the RFP. Firms shall be ranked from the most highly qualified to least qualified based on the information provided by each firm and the evaluation criteria.

Offers will be consistently evaluated using only the criteria stated below:

Item no.	Evaluation Criteria	Maximum Points
1	Technical Approach and Understanding – <ul style="list-style-type: none"> <li>• Description/understanding of required services</li> <li>• Overall plan of project execution</li> <li>• Explain how firm will ensure excellent communication from Project Manager, how will project oversight and administration be coordinated, including any partnering and/or subcontractor arrangements</li> </ul>	25
2	Experience and Qualifications <ul style="list-style-type: none"> <li>• Key personnel details</li> <li>• Firm’s experience on similar projects</li> <li>• Personnel experience</li> <li>• QAQC process construction documents</li> <li>• Familiarity with federally funding</li> </ul>	25
3	Local Vendor Preference - See Exhibit D	10
4	Price	40
	TOTAL	100



**Protest Procedure**

In accordance with the City's Procurement Ordinance, any protest or objection to this RFP award process must be submitted in writing to the City of Georgetown, Attn: Daniella Howard, Purchasing Agent, PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the notification of award posted to the City's website.

**Questions**

No answers will be given over the phone.

Questions regarding this Request for Proposals should be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 2:00 PM EST (local time), Wednesday, March 1, 2023

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the bidder's sole responsibility to contact the Purchasing Agent at 843.545.4043.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **Maryville Water Distribution Improvements Phase I**

Answers to questions or Addenda will be posted on the City's website no later than 2:00 PM EST (local time), Friday, March 3, 2023

**Schedule of Events**

<b>MARYVILLE WATER DISTRIBUTION IMPROVEMENTS -PHASE I</b>			
<b>No.</b>	<b>MILESTONE EVENT</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1	Request for Proposals (RFP): Engineering	Wednesday, February 8, 2023	
2	Non-Mandatory Pre-Proposal Conference	N/A	
3	Deadline for written questions - emailed to: <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Wednesday, March 1, 2023	2:00 PM
4	Deadline for addenda to be posted to the City's website, <a href="http://www.georgetownsc.gov">www.georgetownsc.gov</a>	Friday, March 3, 2023	2:00 PM
5	Engineering Proposals due date	Wednesday, March 8, 2023	2:00 PM
	Project Review Committee (PRC) meeting **if it is determined that a meeting is needed, the date will be posted on the City's website, <a href="http://www.georgetownsc.gov">www.georgetownsc.gov</a> , no later than 24 hours prior	TBD	
	Interviews with top tier finalist firms **if it is determined that interviews are needed, they may be conducted virtually or in person. Interviews will be open only to PRC members and firms being interviewed	TBD	
6	Award Engineering Contract -Tentative	March 16, 2023	
9	Start Design	April 3, 2023	
10	Finish Design (150 days after NTP)	August 31, 2023	
11	Obtain DHEC and SCDOT Permits	October 30, 2023	
12	Start Bidding	November 1, 2023	
13	Non-Mandatory Pre-Bid Meeting	November 16, 2023	
14	Finish Bidding	November 29, 2023	
15	Construction Bid Award -Tentative	December 21, 2023	
16	Start Construction	January 2, 2024	
17	Finish Construction (180 days after NTP)	June 30, 2024	

When the Procurement Division is closed due to force majeure, quote openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding quote submittals directly from the [City's website](#).

Procurement procedures are subject to the City’s procurement policies as outlined in Section 2-185 of the City’s Municipal Code (Chapter (Administration), Article IV (Procurement)). The City’s Procurement Ordinance can be found in its entirety on the [City’s website](#).

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post notice of such on the City’s website and notify known participants. The City reserves the right to issue addenda to this RFP up to two (2) days before the RFP due date as needed to clarify the City’s desires or to make corrections or changes to the RFP document or submittal process.

The City reserves the right to request additional information from any and all prospective bidders or individuals deemed necessary by the City to evaluate the quotes. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original quote.

The City reserves the right to cancel or reissue the RFP and/or revise the schedule at any time.

The City also reserves the right to accept or reject any or all quotes deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

Once a final determination is made, the City is not required to furnish a statement of the reason(s) a quote was not selected.

All information will be updated and posted on the [City’s website](#).

It is the bidder’s sole responsibility to obtain the information directly from the [City’s website](#) regarding this project.

The bidder will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

## Submittal Instructions

The proposal price shall be valid for a period of 60 calendar days from the date of proposal opening.

By initialing the bottom of each page of this RFP document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. Bidder's representatives are expected to examine this RFP thoroughly and request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the [City's website](#).

Your bid must be submitted electronically to ensure it remains sealed until the scheduled bid opening date and time.

It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting quotes electronically**. It is the sole responsibility of the bidder to confirm that their quote was submitted on time, and that their PDF file/files are not corrupt.

**Submittals may be rejected if deemed non-responsive.**

The City **WILL NOT** accept proposals by:

Hard copy

Fax

Email

To be considered responsive, interested parties **must** comply with the following:

1. Submit quote electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. The PDF file upload limit is 5. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Complete Initialed copy of this RFP document - (Place responsible person's initial's on each page)
2. Consultant's Proposal on Company's Letterhead. The proposal shall be a lump-sum fee based on current hourly rates itemized by tasks.
3. Consultant's Statement of Qualifications - Must be no more than five (5) pages. It should summarize qualifications, project understanding, relevant experience,

equipment, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified.

4. Submit three professional references including name, email, and phone number of the contact person familiar with the firm's work.
  5. Complete executed Mandatory Vendor Submittal Form (Exhibit D)
- 
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the quote, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all bidders correct the minor informality or irregularity within the same specified time.
  3. Quote must be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Quotes will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting quotes electronically. It is the sole responsibility of the bidder to confirm that their quote was submitted on time, and that their PDF file/files are not corrupt.** Late quotes will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all quotes and to waive any informalities and technicalities in the quote process. No additional fees, costs, or any other reimbursable expenses will be allowed.
  4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the bidders submitting a quote.
  5. Any bidder may withdraw their quote only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete quotes may be rejected.
  6. All costs incurred in preparing the quote, or costs incurred in any other manner by the bidder in responding to this RFP, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFP become the property of the City and will not be returned.
  7. Any proprietary information contained in the quote should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as “PROPRIETARY INFORMATION” so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who

have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

8. Proposals must be made in the official name of the company 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 or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a consultant who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFP documents, contract of similar nature, or to reject the proposal from a consultant who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the consultant that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected consultant of any contract to be entered into in accordance with this RFP will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions - The selected consultant will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at the point of contract negotiation by the City’s Risk Manager as follows:
  - Comprehensive General Liability (per occurrence);
  - Comprehensive Auto Liability (per occurrence); and
  - Workers’ Compensation Liability
  - Automobile Liability
  - Builder’s Risk Insurance – Not applicable

The City of Georgetown is to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the agreement. Further, it shall be an affirmative obligation upon the consultant to advise the City’s Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – itucker@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442

Failure to do so shall be construed to be a breach of the agreement:

12. Indemnification - The selected consultant agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected consultant and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.

14. City Business License and Permits - The selected consultant shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for construction permit information. These expenses shall be included in the total proposal cost.
15. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).

### **General Contractual Requirements-**

1. Force Majeure - The consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the consultant. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the consultant.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Consultant Qualifications - Consultant must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFP. The City reserves the right to make the final determination as to the consultant's ability to provide the services herein.
4. Consultant Responsibility – Each proposal shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of the consultant to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to a contract.
5. Affirmative Action - The consultant 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, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

7. Termination - Subject to the following provisions, any contract resulting from this Request for Proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the consultant:
  - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
  - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the consultant, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.
  - 7.4 Default – In case of default by the consultant, the City reserves the right to purchase any and all items/services in default in open market, charging consultant with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONSULTANT WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
8. Prime Consultant Responsibilities - The consultant will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the consultant to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFP is to be subcontracted, the consultant shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful consultant will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the consultant.
10. Ownership of Material – All materials and documents submitted by the consultant in response to this specification become the property of the City and will not be returned to the consultant.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the consultant.
12. Contract Amendments - Amendments to any agreement between the City and the consultant must be reviewed and approved in writing by the City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the consultant as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the consultant, as determined necessary by the City. Pertaining to all audits, the consultant shall make available to the City access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the consultant shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the consultant is an independent contractor of the City and that nothing in an agreement with the City shall be



deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.

17. Representations of Consultant - Consultant represents, warrants, and covenants that:
  - (a) In providing the services consultant shall utilize the care and skill used by members of the consultant's profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the consultant to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request the removal of any employee for a good cause.
  - (c) Consultant is a business validly existing and in good standing under the laws of the State of South Carolina.
18. Indemnity Provisions - Consultant agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or consultant's performance thereunder.
19. City Business License and Permits – The selected bidder shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Victoria Knox, Revenue Manager, [vknox@georgetownsc.gov](mailto:vknox@georgetownsc.gov) or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

**Exhibits Available-**

- A. Professional Services Agreement Sample
- B. Site Map-Proposed
- C. GIS Water Map-Existing
- D. Mandatory Vendor Submittal Form