



REQUEST FOR PROPOSAL
(RFP)
WATER TANK INSPECTION
AND
MAINTENANCE SERVICES

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Nereo Parreno, Purchasing Agent
Email: nparreno@georgetownsc.gov
Phone: 843.545.4046

PROJECT: Water Tank Inspection & Maintenance

PROJECT #: N/A

DATE OF ISSUE: Wednesday, February 9, 2024

DUE: **Tuesday, March 5, 2024, on or before 2 pm EST**

Proposals must be submitted electronically through the City's website, www.georgetownsc.gov.
The City will not accept Proposals by hard copy, fax, or email.

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

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Important hyperlinks and email address.....	3
Communication.....	3
Background.....	3
Purpose	4
Project Description.....	4
Scope of Services.....	4
Process	7
Evaluation Criteria.....	7
Questions.....	8
Schedule of Events.....	9
Site Visit.....	9
Submittal Instructions.....	10
General Contractual Requirements.....	12
Exhibits.....	15

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.

Communication

The City of Georgetown's policy is 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 the 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 the potential respondent and/or respondents.

Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 10,000 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 City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as Liberty Steel, 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.

The City of Georgetown currently owns, operates, and maintains three water storage tanks as part of the City's water distribution system. The tank names, size, and locations are the following:

Tank Name	Capacity	Design	Location (approximate)
Yogi Bear (Port) Tank	500,000 Gallons	Elevated	1331 Dock St., Georgetown, SC
Northside Tank	250,000 Gallons	Pedesphere Elevated	2400 Anthuan Maybank Dr., Georgetown, SC
Maryville Tank	250,000 Gallons	Elevated	Hinds St., Georgetown, SC

The Maryville Tank was erected in 2014, the Northside Tank was erected in 2019 , and the Port Tank was completely rehabbed in 2020.

Purpose

The City of Georgetown seeks proposals from a service provider to provide tank inspection services, cleaning, evaluation, minor maintenance repairs for all three elevated water tanks for a period of three years. The inspection shall start on Year 1 at the Maryville Tank, Year 2 at the Port Tank, and Year 3 at the Northside Tank.

Project Description

Inspection, evaluation, cleaning, minor repairs, and disinfection of all three City-owned tanks on a three-year cycle.

Scope of Services

The selected firm shall enter into a three-year agreement to assume full responsibility and accountability for the inspection, washout, minor repairs, cleaning, and disinfection requirements related to the City’s water storage tanks.

The selected firm must be in business for at least five years and each employee must be fully trained in the evaluation, cleaning, and maintenance of water tanks.

All work performed must meet AWWA, SCDHEC, OSHA, and City requirements.

Listed below are detailed descriptions of the essential services the selected provider will be responsible for performing.

1. ADMINISTRATIVE

The selected firm will provide a manager directly employed and supervised by the firm and who will represent the company in all administrative and managerial tasks. The manger will act as a single point of contact representing the firm for subjects related to the delivery of services, customer satisfaction, and dispute resolution, including compliance with the General Terms and Conditions of this RFP and contractual agreement.

2. INSPECTION & EVALUATION

The selected firm will provide trained personnel directly employed and supervised by the company to perform all inspections. Reference ANSI / AWWA D101-53 (R86), Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage.

The inspector must be a certified engineer in the state of South Carolina with a NACE Level 1 certification.

Each tank must be visually inspected, at a minimum, once in any twelve-month period. If conditions warrant, additional visual inspections should be performed at no additional cost. All observations will be documented in a concise report with supporting photographs. The tanks' compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs. Any repairs and/or renovations shall be inspected for compliance quality and projects documented. A qualified representative of the selected firm, acceptable to Georgetown, may perform the physical inspections.

Submit a preliminary report and a final report after all necessary work has been completed.

Inspection reports must include observations and photographs of the tanks' exterior and interior structural and non-structural components, protective coating system, and maintenance recommendations needed or not needed. Submit a separate report for each tank.

If any of the inspections are to be performed by a sub-consultant and not direct employees, it must be indicated in your proposal document.

3. WATER QUALITY

The selected firm will provide trained personnel directly employed and supervised by the company to provide all labor, equipment, and materials to clean, inspect, and disinfect each water storage tank identified in this RFP. Wash out disinfection services shall include but not be limited to:

Each water tank will be washed out, inspected, and disinfected following American Water Works Association (AWWA) C652 Standards or as often as local conditions require but not less often than once every three years.

- Washouts shall be performed following AWWA Standards D652-86 Spray Method 2 Standards for Potable Water Tank disinfecting.
- All observations will be documented in a concise report with supporting photographs.
- The tanks compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs.
- A qualified representative of the selected Service Provider, acceptable to Georgetown, may perform the physical inspections.

4. MAINTENANCE SERVICES

The selected firm will provide trained personnel directly employed and supervised by the company to provide the expertise, support, equipment, labor, and materials necessary to perform any minor repairs of interior / exterior tank components.

Minor repairs are defined as replacement of defective bird screens, replacement of level indicators, hatch and vent repairs, repairs of existing rusting spots and patch painting with a minimum of two coats. Reference AWWA Standard D101 Painting Steel Water Storage Tanks.

The exterior and interior of a tank must be free of any visible surface imperfections, blistering, cracking, flaking paint or corrosion.

The exterior and interior pressure washing of the tanks shall be performed once for each tank as part of this program in the year as follows:

- Maryville Tank- 2024
- Yogi Bear Tank – 2025
- Northside Tank – 2026

The selected firm shall also provide trained personnel directly employed and supervised by the company to provide quality assurance inspections during the execution of the work. All observations throughout the various phases of the project shall be documented along with supporting photographs. As part of this quality assurance, any required re-work in order to comply with applicable industry standards or specifications shall be the responsibility of the selected firm.

If any of the potential repair work is to be performed by a sub-contractor and not direct employees, it must be indicated in the proposal.

5. MISCELLANEOUS SERVICES

The selected firm must provide the expertise, support, equipment, labor, and materials critical to perform long-term maintenance and safeguard stored water quality. Miscellaneous Services shall include, but may not be limited to:

- Maintenance related project consulting, management, and scheduling.
- Structural repair consulting, management, engineering, and emergency repairs services.
- Protection of any surrounding buildings, houses, vehicles, boats, bodies of water and any other property in the immediate vicinity of a painting operation.
- Project consulting or management of cellular phone installations.
- Support services, products, material, and installation expertise of water quality technologies, for water storage facilities.

Process

The City of Georgetown will conduct the selection for firms experienced in providing professional water tank inspections and repair services in the following manner:

1. This RFP document will be made available to interested firms and accessible on the City's website at www.georgetownsc.gov under "Current Bids Posting".
2. The submittals will be received and evaluated as described in this RFP. At the City of Georgetown's discretion, a short list of the most qualified proposers may be compiled, and they may be asked to make oral presentations and/or demonstrations to the City of Georgetown.
3. At the conclusion of the RFP process, qualified submittals may be presented to the Georgetown City Council or Administrator for approval, as required.
4. A proposer will be selected for contract negotiations, as required.
5. The City of Georgetown will notify winning proposer of intent to offer contract award.
6. Submittal listing of proposals received will be posted on the City's website at www.georgetownsc.gov under "Bids" not earlier than 48 hours after opening. Due to the possibility of negotiation with any proposer submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the evaluation criteria set forth in this RFP, prices will not be divulged at the time of opening.
7. The City reserves the right to award the contract in the aggregate, by individual task, or any combination, whichever is in the best interest of the city.

Evaluation Criteria

Contract shall be awarded to the most qualified and responsible proposer. In determining the most qualified and responsible proposer, in addition to fee, the City, shall consider:

- A. The ability, capacity, and skill of the proposer to perform the contract to provide the service required;
- B. Whether the proposer can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
- D. The quality of performance of previous contracts or services similar to;
- E. The previous and existing compliance by the proposer with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- H. The ability of the proposer to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
- I. Whether the proposer has met the criteria of the RFP specifications, terms and conditions of the RFP.
- J. At the completion of the evaluation, staff will make a recommendation to the City Administrator or to Council for an award.

Questions

No answers will be given over the phone. A non-mandatory pre-bid conference will be held via Teams Meeting on Wednesday, February 21, 2024, at 2:00 pm. Contact Purchasing Agent for a meeting invite.

For questions regarding the City's Request for Proposals process, please contact purchasing@georgetownsc.gov, by no later than 2:00 pm EST (Local Time), Friday, February 23, 2024.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the sole responsibility of the proposer to contact the purchasing agent at 843.545.4046.

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line: **Water Tank Inspections and Maintenance**

Answers to questions will be posted on the City's website at www.georgetownsc.gov under "Bids" as an Addendum no later than 2:00 pm EST (local time), Wednesday, February 28, 2024.

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

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Schedule of Events

WATER TANK INSPECTION AND MAINTENANCE SERVICES			
No.	MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1	Request for Proposals (RFP)	Wednesday, February 9, 2024	
2	Non-Mandatory Pre-Bid Conference (Via MS Teams)	Wednesday, February 21, 2024	2:00 PM
3	Deadline for written questions - emailed to: purchasing@georgetownsc.gov	Friday, February 23, 2024	2:00 PM
4	Deadline for addenda to be posted to the City's website, www.georgetownsc.gov	Wednesday, February 28, 2024	2:00 PM
5	Proposals due date	Tuesday, March 5, 2024	2:00 PM
6	Proposal Approval by City Administrator or Council (Tentative)	March 21, 2024	
7	Issue Notice of Award (Tentative)	March 25, 2024	
8	Maryville Tank Inspection, Maintenance, and Report	May-24	
9	Port Tank Inspection, Maintenance, and Report	May-25	
10	Northside Tank Inspection, Maintenance, and Report	May-26	

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 to the City’s website and notify known participants. The City reserves the right to issue addenda to this RFP up to three (3) 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.

Site Visit

Consultants will be required to perform a site visit prior to submission of a proposal. Contact Pam Gaddy, Plant Manager, at 843-545-4511 or by email at pgaddy@georgetownsc.gov arrange for a site visit.

Submittal Instructions

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. Vendor is responsible to obtain information regarding bid submittals directly from the City's website, www.georgetownsc.gov.

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 reserves the right to request additional information at any time from any and all prospective consultants or individuals as deemed necessary by the City to evaluate the Proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original bid.

When the Purchasing Department is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

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 Proposals as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

All information will be updated and posted on the City's website www.georgetownsc.gov, under "Bids". It is the proposer's responsibility to obtain the information directly from the City's website regarding this project.

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

1. Submit a proposal through the City's website, www.georgetownsc.gov, to include the following items:
 1. Complete initialed copy of this RFP document
 2. Firm's Fee Proposal (Broken down by Services 1-5 by Year 1, 2 &3)
 3. Firm's Statement of Qualifications (NTE 5 pages)
 4. List of References (1 page)
 5. Completed Mandatory Local Vendor Preference Form
2. Proposal must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. No proposal will be accepted after such time. It is the sole responsibility of the proposer to have their proposals delivered to the City before the closing hour and date. The City assumes no responsibility for delivery of proposals that are mailed or submitted electronically. Late proposals 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 proposals and to waive any informalities and technicalities in the bid process. No additional fees, costs, or any other reimbursable expenses will be allowed. Due to the possibility of negotiation with any proposer submitting a reasonable and responsible proposal which appears to be

eligible for contract award pursuant to the evaluation criteria set forth in this RFP, prices will not be divulged at the time of opening.

3. 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 proposers submitting a bid.
4. Any proposer may withdraw their bid by written request, at any time prior to the scheduled opening of responses. No proposer may withdraw Proposals for a period of sixty (60) days after the opening date. All proposers shall be subject to the approval of the City Council.
5. Proposals must be submitted by the proposer's own format and shall address all RFP requirements. Partial or incomplete Proposals may be rejected.
6. All costs incurred in preparing this proposal, or costs incurred in any other manner by the proposer in responding to this RFP, will be wholly the responsibility of the proposer. All materials and documents submitted by the proposer in response to this RFP become the property of the City and will not be returned.
7. Any proprietary information contained in the bid 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 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 bid. Proposals having any erasures or corrections must be initialed in ink by the vendor.
9. Letter of Interest - Must be no more than one (1) page (one page is one side of an 8.5" x 11" paper) in length and include contact information and signature of company owner/president/CEO. - N/A
10. Statement of Qualifications, Experience, and Availability - Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified. Include photos of recent projects.
11. List of References - Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
12. Disqualification and Rejection of Bid – The City reserves the right to reject any bid from a proposer 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 bid from a proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth herein.

13. Assignment of Contract – Assignment to the selected proposer 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.
14. Insurance Provisions - The selected proposer 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 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
 - Professional Liability or Errors & Omissions Insurance

The City 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.

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

15. Indemnification - The selected proposer 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.
16. Compliance With Law – The selected proposer 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.
17. City Business License and Permits - The selected proposer shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Finance Department Director at 843.545.4031, 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 engineering fee.
18. 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). Approved by council 1.19.2017

General Contractual Requirements

1. Force Majeure - The firm 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 firm. 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 firm.

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. Firm Qualifications - Firm 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 firm's ability to provide the services herein.
4. Firm Responsibility – Each firm 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 firm 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 firm 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 firm:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If 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 firm, 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 firm, the City reserves the right to purchase any and all items/services in default in open market, charging firm with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING FIRM WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Firm Responsibilities - The firm will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the firm 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 firm 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 firm will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the firm.
10. Ownership of Material – All materials and documents submitted by the firm in response to this RFP become the property of the City and will not be returned to the firm.
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 Contractor.
12. Contract Amendments - Amendments to any agreement between the City and the firm must be reviewed and approved in writing by the City Administrator or 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 firm 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 firm, as determined necessary by the City. Pertaining to all audits, the firm 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 firm shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the Contractor 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 Firm - Firm represents, warrants, and covenants that:
 - (a) In providing the services firm shall utilize the care and skill used by members of firm's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the firm 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 removal of any employee for good cause.
 - (c) The firm is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Firm 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 firm's performance thereunder.

Exhibits Available

- A) Consultant Agreement
- B) Local Vendor Form