



REQUEST FOR QUALIFICATIONS (RFQ)
FOR
UTILITY RATES STUDY AND CONSULTING SERVICES

REQUESTOR: City of Georgetown
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Georgetown, SC 29440
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PROJECT: Utility Rates Study -
Water, Sewer, and Electric

DATE OF ISSUE: Wednesday, September 8, 2021

DUE: **On or before 2.00 PM EST (local time), Wednesday, October 6, 2021**

Proposals must be submitted electronically through the City's website, <https://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 Exhibit A, "How to register as a vendor", and Exhibit B, "How to respond to an online proposal".

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Important Notice to Bidders

All proposals **MUST BE** submitted electronically through the City of Georgetown's website, <https://georgetownsc.gov/>, under "Bids". Proposals received after the due date and time will not be considered for any reason.

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

- Hard copy
- Fax
- Email

Your proposal must be submitted electronically to ensure it remains sealed until it is opened at the scheduled date and time.

Background

The City of Georgetown (City) is an incorporated municipality with a population of approximately 8,400 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 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 has the following Enterprise Funds: The Electric Utility Fund, a major fund, is used to account for assets and activities of the City's electric distribution operations. All costs are financed through charges to utility customers. The Water and Wastewater Utility Fund, a major fund, is used to account for assets and activities of the City's water and wastewater operations. All costs are financed through charges to utility customers.

Purpose

The purpose of this RFQ is to request a Statement of Qualifications (SOQs) and proposals from consulting firms specializing in water, sewer, and electric rate studies for municipalities.

Consultants must be registered with the South Carolina Secretary of State.

Project Description

The water, wastewater (sewer), and electric funds are considered Enterprise Funds which are funds used to account for activities that provide goods and services to the public on a user fee basis.

The rate study will need to examine the City's existing utility rates structure with the Water and Wastewater Enterprise Funds and the Electric Enterprise Fund; evaluate utility fund revenues and expenses for the past five years; provide recommendations to fully fund all administrative, operational, maintenance, projected capital expenditures, and debt service to each fund for the next five years; rank the equity of the current rate structure in comparison to other comparable utility agencies in the region; establish a strategic plan to self-sustain each enterprise fund; provide recommendation for any changes to the existing rate ordinances as deemed applicable.

The selected consultant will be required to work closely with the City's finance director and financial advisor while conducting the rate study. This will ensure recommended rates, which consider fairness and equity, produce the desired level of financial coverage and cash for operations, maintenance, future capital investments, depreciation, and debt service to ensure the long-term fiscal integrity of the utility system.

Further, in April 2018, City Council approved a Memorandum of Understanding (MOU) for an economic development project. The MOU included a commitment from the City to develop an ordinance for consideration by the Council of an "Economic Development Rate Class" for its combined water, sewer, and electric utility system. The ordinance has been drafted but has not been reviewed by Council yet. The selected consultant will be required to incorporate this Economic Development Rate Class into the planning model and consult with the City's bond counsel on this matter.

Scope of Services

A. Water and Wastewater Utility Fund-

Perform the following tasks:

- Hold kickoff meeting with City staff.
- Review revenues and expenses of utility fund for the past five fiscal years (FY 2018-2022)
- Review and provide recommendations for rate adjustments to the current residential and commercial water and sewer rate structure inside and outside the City limits.
- Review and provide recommendations for rate adjustments to the current water and sewer impact fees and tapping fees.

- Review and provide recommendations for rate adjustments to the current rate for bulk water sales to GCWSD and Rural Water District.
- Review and provide recommendations for rate adjustments to the current Craven's Grant subdivision sewer surcharge fee.
- Determine an adequate rate and fee schedule to build a reserve fund and support future capital projects for the next five Fiscal Years (2023-2027).
- Provide a comparison rate table with other regional water utility agencies of similar customer sizes.
- Provide new alternatives for revenue services and recommendations for cost savings.
- Participate in three (3) progress meetings with staff, administration, and city council.
- Prepare draft report. Provide six (6) copies of the draft report and a PDF file on a flash drive.
- Prepare final report. Provide fourteen (14) printed bound copies of the final report and a PDF file on a flash drive.
- Make oral presentation of the final report to City council using PowerPoint slides

B. Electric Utility Fund-

Perform the following tasks:

- Kickoff meeting with City staff.
- Review utility fund revenues and expenses for the past five fiscal years (FY: 2018-2022).
- Evaluate current residential, commercial, solar, and security light rate structure.
- Provide recommendations of rate adjustments for all classifications, including a new "economic development rate class".
- A new rate structure must create sufficient revenue to cover the department's administrative, operations and maintenance needs.
- A new rate structure must provide enough funds to create a reserve fund and pay for new capital projects for the next five fiscal years (2023-2027).
- Review existing current utility rate ordinance and make recommendations to staff.
- Participate in three (3) progress meetings with staff, administration, and city council.
- Prepare draft report. Provide six (6) copies of the draft report and a PDF file on a flash drive.
- Prepare final report. Provide fourteen (14) printed bound copies of the final report and a PDF file on a flash drive.
- Make oral presentation of the final report to City council using PowerPoint slides

Process of Selection

By initialing the bottom of each page of this RFQ 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 RFQ 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 RFQ 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 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.

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

1. This RFQ document will be made available to interested firms and accessible on the City's website at www.georgetownsc.gov under "Bids", and the South Carolina Business Opportunity (SCBO) website: <https://scbo.sc.gov/online-edition>.
2. Proposals will be opened publicly 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 RFQ, prices will not be divulged at the time of opening.
3. Statement of Qualifications (SOQs) will be evaluated as described in this RFQ.
4. At the City of Georgetown's discretion, a shortlist of the most qualified proposers may be compiled and asked to make presentations (virtual) to the City of Georgetown.
5. At the conclusion of the RFQ process, qualified submittals may be presented to the Georgetown City Council for review and approval, as required.
6. A firm will be selected for contract negotiations as required.
7. The City of Georgetown will notify the selected firm of intent to offer a contract award.
8. 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.

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 RFQ document, will be subject to disqualification. For purposes of

determining responsibility, the City will review all information given by the proposer concerning its availability to fulfill the contract requirements and the integrity and reliability of the proposer. Submitting a proposal does not necessarily qualify the proposer 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 RFQ. 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	Experience in water, wastewater, and electric utility rate and fee studies with local governments and utility companies located in the southeast region for at least <u>five</u> years. Applications of utility metrics and benchmarking data using accepted industry standards.	30
2	Methodology and Approach: Define revenue requirements and capital management strategies, recommendation of equitable rates, and development of cost-savings and efficient methods in utility operations.	30
3	Proposed Fee	25
4	Key Staff: Technical and project managerial skills of key staff in related projects. Adequate staffing of firm, ability to provide services and respond to client's needs. Key staff must be knowledgeable about South Carolina state utility regulations.	10
5	Prior experience in utility management consulting with municipal electric utility companies and medium to small size water and sewer utility agencies in South Carolina.	5
	TOTAL	100

The PRC will generally select no more than five (5) of the most highly qualified firms. The PRC may, if needed, interview each of the selected firms.

Following completion of its review and evaluation, the designated staff member will present the recommendation of the PRC to the City Administrator or his/her designee, who will approve the designated staff member to proceed to the negotiation of fees. The firm shall include a separate proposal. See Exhibit D - Consultant Proposal Form. If the selected firm and the City cannot agree upon the cost and basis for compensation, the City shall negotiate with the second-ranked firm to do the work and continue in this manner until an agreement is reached with a firm.

Following successful contract negotiation by the City and the selected firm, the City Administrator or his/her designee will present the recommendation to Mayor and Council for approval, as required. Once approved, a summary of the ranking of firms will be posted to the City's website for public information.

Protest Procedure

In accordance with the City's Procurement Ordinance, any protest or objection to this RFQ 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. The City's Procurement Ordinance to include Section 2-194, Protest Procedure, can be found in its entirety on the City's website at:

<https://www.georgetownsc.gov/wpfb-file/procurement>

Non-Mandatory Pre-Proposal Conference

Not Applicable

Questions

No answers will be given over the phone.

For questions regarding this City's Request for Qualifications, please contact purchasing@georgetownsc.gov, no later than 5:00 PM EST (Local Time), Wednesday, September 22, 2021

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 843.545.4043.

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line:

City of Georgetown Rate Study

Answers to questions will be posted on the City's website at www.georgetownsc.gov under "Bids" as an Addendum no later than 5:00 PM EST (local time), Monday, September 27, 2021.

Schedule of Milestone Events

	Milestone Events	Date	Time
1	Release Request for Qualifications (RFQ)	Wednesday, 9/8/2021	
2	Non-Mandatory Pre-Proposal Conference (via Go to Meeting)	N/A	
3	Deadline for questions –Emailed to: purchasing@georgetownsc.gov	Wednesday, 9/22/2021	5:00 PM
4	Deadline for addenda to be posted to the City's website: www.georgetownsc.gov , under "Bids"	Monday, 9/27/2021	5:00 PM
5	RFQ proposal submittals due date	Wednesday, 10/6/2021	2:00 PM
6	Evaluation of proposals by Project Review Committee (PRC)	October 2021	
7	Virtual interviews with top tier finalist firms, if required ****Will be open only to PRC members and firms being interviewed	TBD	
8	Contract Approval and Award by City Council	11/18/2021	
9	Issue Notice to Proceed Letter	12/8/2021	
10	Kickoff Meeting with City staff	TBD	
11	Submit draft report	3/15/2022	
12	Submit final report and present to City Council	4/28/2022	

All dates are tentative for Items 6 - 12

Statement of Qualifications (SOQ) Content

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 shall not exceed 25 pages, including cover page and attachments, and must include the following:

- Letter of Interest – Provide a one-page letter and include contact information and signature of company owner/president/CEO/Principal.

- Experience – Provide a summary of qualifications, relevant industry experience, and availability to participate in the RFQ process to provide requested services to the City. Mention any relevant experience related to utility consulting management projects in the last five years, emphasizing municipal and county utility systems. Include sub-consultants information along with staff information.
- Key Staff – All participating staff members should be identified, including their qualifications, roles, and the individual responsible for the overall project. Provide project personnel list with titles and hourly rates. Assigned staff should be thoroughly familiar with South Carolina water, sewer, and electric utility rates regulations.
- Methodology and Approach – Explain past successful methods and recommendations adopted by previous clients. Explain how the firm will help the City manage revenue and expense requirements and provide strategies to generate a reserve fund for emergency and capital expenditures. Mention any cost-savings and efficient operation methods recommended and adopted by past utility clients.
- List of References – Provide at least three references from similar projects in the past five years. Include contact information such as name, agency name, address, telephone, and email address.

Submittal Instructions

1. Submit bid proposal electronically through the City's website, www.georgetownsc.gov, under "Bids". Submittal package must include the four (4) following items. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:
 1. Complete Initialed copy of this RFQ document (Initial each page)
 2. Complete Mandatory Local Vendor Submittal Form (page 13)
 3. Statement of Qualifications (not-to-exceed 25 pages)
 4. Consultant Proposal Form - Exhibit D
2. The proposal must be submitted electronically through the City's website, <https://georgetownsc.gov/>, no later than the aforementioned deadline. No proposal will be accepted after such time. It is the sole responsibility of proposers to have their proposals electronically submitted to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting proposals electronically. It is the sole responsibility of the bidder to confirm that their bid was submitted on time, and that their PDF file/files are not corrupt. 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 procurement process. No additional fees, costs, or any other reimbursable expenses will be allowed.
3. 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 proposers submitting a proposal.

4. Proposers may withdraw their proposal by written request at any time prior to the scheduled opening of responses.
5. SOQs must be submitted in the proposer's own format and shall address all RFQ requirements. Partial or incomplete proposals will be rejected.
6. All costs incurred in preparing the proposal or costs incurred in any other manner by the proposer in responding to this RFQ will be entirely the responsibility of the proposer. All materials and documents submitted by the proposer in response to this RFQ become the property of the City and will not be returned.
7. Any proprietary information contained in the proposal 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 proposer.
9. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a proposer who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFQ documents, contract of similar nature, or to reject the proposal 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.
10. Assignment of Contract – Assignment to the selected proposer of any contract to be entered into in accordance with this RFQ will not be recognized by the City unless such assignment has prior written approval of the City.

11. Insurance Provisions - The selected proposer will be required to provide and maintain proof of insurance throughout the contract term and as required at point of contract negotiation by the City's Risk Manager as follows:

Commercial General Liability:

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Automobile Liability:

Combined Single Limit \$1,000,000

Workers' Compensation:

Statutory Limits

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. Further, it shall be an affirmative obligation upon the proposer to advise the City's Risk Manager within two (2) days of the cancellation herein at one of the following options below:

- Email - cmcdaniel@georgetownsc.gov
- Mailing address - PO Box 939, Georgetown, SC 29442 or
- Physical address - 1134 N. Fraser Street, Georgetown, SC, 29440

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

12. 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. Under an agreement, the City cannot indemnify the contractor.
13. 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.
14. 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 Jestin Gilliard, Revenues Manager, jgiiliard@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.
15. Payment terms – Consultant must submit a monthly itemized billing statement 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).
16. Contract award shall be subject to the approval of the City Council.



MANDATORY VENDOR SUBMITTAL FORM

The City's Procurement Ordinance to include the Local Vendor Preference Option can be found in its entirety on the City's website at: <https://www.georgetownsc.gov/wpfb-file/procurement>:

SECTION 2-185 COMPETITIVE SEALED BIDDING LOCAL VENDOR PREFERENCE

I certify that [Company Name] _____
_____ is a **Resident Bidder** of Georgetown City/County as defined in the City of
Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and
our principal place of business is _____ [City and State].

I certify that [Company Name] _____
_____ is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of
Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and
our principal place of business is _____ [City and State].

(X) _____
Signature of Company Officer

(X) _____
Date

General Contract Requirements

1. Force Majeure - The proposer 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 proposer. 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, pandemics, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather, natural or man-made disasters; but in every case the failure to perform must be beyond the control and without the fault or negligence of the proposer.
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. Proposer Qualifications - Proposer 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 RFQ. The City reserves the right to make the final determination as to the proposer's ability to provide the services herein.
4. Proposer Responsibility – Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of the proposer to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFQ or to a contract.
5. Affirmative Action - The proposer 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 proposer:
 - 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 proposer, 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 proposer, the City reserves the right to purchase any and all items/services in default in open market, charging proposer with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposer Responsibilities - The proposer will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the proposer to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFQ is to be subcontracted, the proposer shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. The City must approve all subcontractors. The successful proposer will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposer.
10. Ownership of Material – All materials and documents submitted by the proposer in response to this specification become the property of the City and will not be returned to the proposer.
11. Compliance with State and Federal Requirements – The proposer will follow State and Federal requirements that are more restrictive than those set forth herein.
12. Contract Amendments - Amendments to any agreement between the City and the proposer must be reviewed and approved in writing by the City Administrator or his/her 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 proposer as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.
15. The City may conduct performance audits of the proposer, as determined necessary by the City. Pertaining to all audits, the proposer 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 proposer 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 Proposer - Proposer represents, warrants, and covenants that:
 - (a) In providing the services proposer shall utilize the care and skill used by members of proposer's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the proposer 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) Proposer is a business, validly existing and in good standing under the Laws of the State of South Carolina.

Exhibits

- A. How to register as a vendor
- B. How to respond to an online bid
- C. Sample of Professional Consulting Services Agreement
- D. Sample of Consultant Proposal Form