



RFP #02-20/21

**REQUEST FOR PROPOSALS
SUATS Bicycle and Pedestrian Master Plan**

RFP Issuance Date:
Tuesday, April 6, 2021

Submission Deadline:
Thursday, May 20, 2021 at 2:00 PM EST

Submit Proposals To:
City of Sumter
Attn: Purchasing Department
Bicycle and Pedestrian Master Plan RFP
21 North Main Street / PO Box 1449
Sumter, SC 29150

Deadline to request additional information and submit questions:
Thursday, April 29, 2021 at 2:00 PM EST

All questions will be posted and answered on the City's website
by Tuesday, May 4, 2021 at 5:00 PM EST

Questions should be directed by email only to:
Kyle Kelly
KKelly@sumtersc.gov

The City of Sumter, South Carolina (the “City”) invites qualified individuals or entities (referred to herein as “Vendors”) to submit proposals for the above titled project. This solicitation is a Request for Proposals (“RFP”).

Submission Deadline

Proposals must be received no later than **2:00pm EST on Thursday, May 20, 2021.**

Submission

Proposals must be submitted both electronically and via hard copy as described in Section E.4 of this solicitation.

Selection

The City of Sumter will conduct a formal selection process to determine the best qualified Vendor who meets the City’s needs and budget. A selection committee will review, evaluate, and score the proposals. One (1) or more top scoring Vendors may be short-listed and invited to interview for the project.

Agreement

The City anticipates entering into a contract with one (1) Vendor submitting the proposal deemed to be most advantageous to the City. The selected Vendor shall be required to sign a formal agreement (the “Agreement”). This RFP does not constitute an agreement or a contract with any Vendor. A proposal is not binding until proposals are reviewed and accepted by the City Council of the City and the Agreement is executed by both parties.

Development Costs

The City shall not be liable for any expense incurred in preparing a response to this RFP. Vendors should prepare a straightforward and concise description of the Vendor’s ability to meet the requirements of the RFP.

Reserved Rights

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. The City shall be the sole judge of whether any proposal and/or the resulting Agreement is in its best interest, and its decision shall be final. The City reserves the right to accept or reject all or any part of a submission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate as it deems necessary to determine the ability of any Vendor to perform the work or services requested. Each Vendor, upon request, shall provide such information as the City deems necessary to evaluate its proposal.

Flexible Scope.

The scope of services described below is aspirational, but the City has budgetary limits. The City will negotiate a contract price after qualifications-based selection is complete (including, without limitation, by altering or reducing the scope of services).

A. General Procurement Information

Responses to the RFP are not bids. If the City is willing and able to negotiate an agreement with the successful Vendor, the Agreement shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, or terminate, restructure, or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City. It is the sole responsibility of each Vendor to gather adequate information, review collateral documents, and make those inquiries that are necessary and prudent as to the project. The Vendors are not entitled to rely on the City or the City's representations or information to the exclusion of the Vendors' due diligence.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, or other City staff not identified in this RFP as points of contacts during the period that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the Vendor from further consideration.

Any requests for additional information or questions concerning the procedures specified in this request should be directed to Senior Planner Kyle Kelly, via email only to KKelly@sumtersc.gov, with **"SUATS Bicycle and Pedestrian Master Plan"** in the subject line.

The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Sumter.

All questions must be received by **2:00pm EST on Thursday, April 29, 2021**. The City will not respond to questions submitted after this deadline.

B. Introduction

The City of Sumter, on behalf of the Sumter Area Transportation Study Metropolitan Planning Organization (SUATS MPO), seeks a well-qualified consultant to complete a Bicycle and Pedestrian Master Plan for the SUATS MPO jurisdiction. The City, Sumter County, and SUATS view this Plan as an important next step in developing the Sumter area's bicycle and pedestrian network. An area map is included as *Exhibit A* of this solicitation.

All recommendations must be informed by a thorough analysis of current demographics, inventory of existing physical conditions and current regulations and ordinances that would affect construction; and public input.

This Project is expected to accomplish the following goals:

- Inform and educate residents, local public officials, and planning staff on value of developing and maintaining effective bicycle and pedestrian infrastructure.
- Provide data on potential destinations, environmental assets/hazards, and other information that may provide opportunities or challenges to implementing greenways, sidewalks, and other active transportation infrastructure.
- Provide recommended capital improvements to realize the long-term vision of improved pedestrian and bicycle infrastructure in the Sumter area.

The development of a Bicycle and Pedestrian Master Plan is recommended in the SUATS 2045 Long Range Transportation Plan. This Project is part of the SUATS MPO's implementation of transportation planning objectives utilizing federal-aid funds.

Through this project, SUATS aims to create a guide for expanding its bicycle and pedestrian network. The network should continue to make connections to schools, parks, shopping centers, employment areas, and other key destinations, and it should expand routes throughout the community that are safe, convenient, and comfortable for users of all skill levels. The Plan should consider the region's future growth and also contribute to distinguishing Sumter as a healthy, vibrant community with high quality lifestyle accommodations.

C. Scope of Work

Ideally, the selected Vendor shall provide all services enumerated below. However, given practical budget limitations, the City reserves the right to negotiate an engagement based on a reduced scope of services. Vendors should propose a price or pricing methodology for the entire scope of services enumerated below, but must agree to accept a reduced scope of services if required by the City. Vendors need not itemize pricing.

The SUATS Bicycle and Pedestrian Master Plan Project will include the following components:

1. **Review of Local Policies and Planning Documents:** A review of the Sumter City-County 2040 Comprehensive Plan, the Downtown Sumter Master Plan; the Santee-Lynches Region Public Transportation Needs Assessment + Framework; individual Sumter Safe Routes to School Assessments; Shot Pouch Greenway Master Plan, and other policies, plans, and documents applicable to transportation infrastructure.
2. **Review of Existing Conditions:** An assessment of the condition and safety of existing bicycle and pedestrian facilities and the distribution of bicycle and pedestrian facilities throughout different areas of the community. This assessment should include a review of crash data and should focus on locations that lack bicycle and pedestrian infrastructure where bicycle/pedestrian-related collisions are occurring. This should also include on-site assessments of selected intersections to identify common intersection safety issues and corresponding solutions that can be applied elsewhere in the Region. Existing conditions review should include a bike network gap analysis and bike traffic stress analysis.
3. **Community Outreach:** Collection of public input that includes both (A) issue and opportunity identification and (B) follow-up public thoughts regarding draft findings and recommendations. Formulation of a *Metroquest* public survey, provided in both English and Spanish, should be used as one of the initial methods of public engagement. (SUATS has an existing partnership agreement through SCDOT for use of *Metroquest* which will be used to deploy the survey.) Outreach efforts should include an educational component that conveys the purpose and need for bicycle/pedestrian planning and facilities.
4. **Steering Committee:** Identify and convene an advisory group to provide periodic input during the project, including City and County officials, community organization representatives, and local residents.
5. **Network Recommendations:** Prioritized recommendations for improving and expanding the existing bicycle and pedestrian network, including facility types and locations. This should include (1) recommendations for more efficient use of existing public right-of-way with regard to providing bicycle and pedestrian infrastructure, (2) recommendations for intersection and mid-block crossing design, and (3) the identification of possible county and regional connections outside of the SUATS jurisdiction. Other recommendations might include identifying low-cost projects that would have a high level of benefit; facilities needed in minority and low-income neighborhoods; prioritization of projects that would increase accessibility for people with a disability; prioritizing connections to transit and schools; and recommendations for ongoing data collection and performance measures.

6. **Implementation and Capital Improvement Plan:** The Master Plan must include a 10-year Capital Improvement Plan with cost estimates and phase options. The Plan should prioritize recommended projects based on objective criteria such as need, expected benefit, and cost. It should present these in a long-term, phased implementation to guide the community toward realizing the plan vision. This should also identify a comprehensive list of matching and major funding sources for implementation of the plan, including local, regional, state, and federal sources. The Plan should contain clearly identifiable implementation steps that are “actionable” and can be operationalized. The Plan must also provide a minimum of six (3 Pedestrian and 3 Bicycle) high visibility projects, that will have zero to low financial cost that can be completed within 3-6 months of adoption of the plan.
7. **GIS Mapping and Analysis:** Detailed identification via ArcGIS-compatible software of all existing bicycle and pedestrian infrastructure, proposed improvements, and a methodology guide to facilitate update and maintenance of the dataset(s) by the Sumter City-County Planning Department.
8. **Bike Share Feasibility Analysis:** Proposals shall provide an analysis and recommendations for development of a bike share system for Sumter, including:
 - a. Assessment of Sumter area characteristics and how they may support or challenge a bike share implementation program and usage by customers.
 - b. Analysis public operation vs. nonprofit and/or private operation of a bike share system.
 - c. Proposal shall provide for analysis and options for long term funding that include all options including grants, subsidies, profits, advertising, corporate support, naming rights etc.
 - d. Proposals shall provide for the development of advertising incentives that adhere to local regulations and aesthetic concerns – and/or assist with having local regulations modified for such incentives to provide funding support.
 - e. Identification of locations for bike share stations (intersection level, not site specific)
 - f. Typical design template and conditions required for bike share locations.
9. **Design Guidelines:** Detailed descriptions and design guidelines for all recommended bicycle and pedestrian facility types. The Plan should incorporate any and all bicycle and pedestrian facility types that are best suited to specific locations throughout the City. Design guidelines should utilize national sources, including but not limited to the National Association of City Transportation Officials (NACTO) and the American Association of State Highway and Transportation Officials (AASHTO) for on-street facilities with regard to bicycle lanes, bicycle routes, bicycle boulevards and shared roadways with regard to width, pavement, striping, lighting, signage, on-street parking, and grade and railroad crossings. The Plan should also provide guidance for off-street facilities with regard to trailheads, trailside facilities and recreational nodes, width, pavement, vegetation, grade, lighting, crossings, bridges, railings, signage, fences and motor vehicle barriers.
10. **Wayfinding:** Recommendations for a wayfinding strategy, signage system, and branding for the SUATS bicycle and pedestrian network.
11. **Lighting:** Identification of priority locations for lighting and recommendations for lighting type.
12. **Trailheads:** Identification of new trailhead locations and recommendations for amenities to be included at all trailheads.
13. **Ordinance Updates:** General recommendations for City of Sumter and Sumter County Zoning and Development Standards Ordinance content updates, ensuring that recommendations are permissible and supported by local regulation and policy.

14. **Bicycle and Pedestrian Master Plan Document:** Creation of a Bicycle and Pedestrian Master Plan for SUATS that incorporates all project components detailed above.

In addition to the Plan components outlined above, SUATS would also like assistance with development of a Short- and Long-Term Maintenance Plan that includes both:

1. a schedule for resurfacing and/or replacing all bicycle and pedestrian facilities and
2. the designation of maintenance responsibilities amongst public sector partners for short- and long-term maintenance tasks.

The Sumter City-County Planning Department will dedicate staff to provide assistance in collecting background documents and other information, coordinating and facilitating steering committee meetings, facilitating public input events, and otherwise supporting the project. Planning Department staff will play an active role in the development of the Plan and its recommendations through a series of staff-consultant meetings, in person and/or via telephone. The Planning Department will generate all resolutions, etc. necessary for the adoption of the updated Bicycle and Pedestrian Plan as an element of the SUATS 2045 Long Range Transportation Plan, as well as the Sumter City-County 2040 Comprehensive Plan. However, the consultant will be responsible for making any edits to the Plan document identified through the Comprehensive Plan adoption process.

This project is funded in part by the Federal Highways Administration (FHWA) and must comply with all applicable State and Federal policies and regulations.

E. Response Requirements and Submittal Format

1. Submittal Format, Evaluation Criteria

Vendors shall prepare their proposals with reference to the items outlined in the Evaluation Form and should ensure that proposals address the sub-items within each scoring criterion.

The format for the Vendor's response to the RFP is indicated below.

1. **Executive Summary.** Include key elements of the proposal.
2. **Consultant's Background.** The Consultant's general background and technical capabilities and experience with bicycle and pedestrian planning.
3. **Project Statement.** Prepare a brief, general statement indicating the consultant's overall understanding of the Project and the services to be provided.
4. **Proposed Work Program.** Identify the work elements to be undertaken, the procedures and methodology the consultant will employ to accomplish each work element and the output or work products to be provided. Identify any information needed from SUATS.
5. **Schedule.** Prepare a work schedule indicating the total time and staging for each work task and identify key milestone dates.
6. **Resources Summary.** Present a summary of the estimates of person-days and total dollar costs for each work element.
7. **Staffing.** Identify specific individuals for this project, including: a) their project responsibilities, (b) their specific experience related to the responsibilities for this Project, (c) estimated level of effort (person day) and (d) personal resumes. This shall include subcontractors, if any, proposed as part of the project team. Identify the Project Manager.
8. **Past Projects.** Provide a list of all similar projects completed by the Consultant within the last 5 years.
9. **References.** Identify three references (name, address and phone number) for recent similar consulting projects.

In addition to the information required in the Evaluation Form, Vendors should provide the following information:

1. Vendor's Organization, Management, and General Qualifications. The principal individual responsible for the project should be identified and a statement presented that such individual will not be substituted without the express permission of the City.
2. Individual Qualifications. Vendors should identify and describe the qualifications of key personnel to be involved in the Agreement; describe previous experience of such key personnel in similar or related work; and list the position titles and the number of support personnel available that will work under the Agreement.
3. Experience and References. Vendors should provide information indicative of experience in other projects of similar complexity that demonstrates successful and reliable experience in past performance within the last five (5) years, as it relates to this RFP. A reference list for each Vendor is required.

2. Instructions for Questions

No interpretations or clarification of the meaning of the instructions or scope of services will be allowed orally (except for general information). Every request for such interpretation should be e-mailed to Kyle Kelly, at KKelly@sumtersc.gov no later than **2:00pm EST on Thursday, April 29, 2021**. All such interpretations and any supplemental instructions will be issued in the form of written addenda to the Request for Proposals. The City will not respond to questions submitted after this deadline.

3. Proposal Deadline

Proposals are due no later than **2:00pm EST on Thursday, May 20, 2021**.

4. Instructions for Submitting a Proposal

Vendors may access the electronic version of this RFP by visiting the following URL:

<https://www.sumtersc.gov/departments/purchasing/rfp-rfq>

Proposals must be submitted both **electronically** and in **paper format**. Vendors must upload proposals by visiting the following URL:

<https://www.sumtersc.gov/departments/purchasing/rfp-rfq>

Vendors must also submit four (4) paper copies of the proposal either via mail, courier, or hand carrier.

Vendors must complete the online submission form, upload all related documents, and mail four (4) paper copies of the proposal. Prior to clicking "submit", Vendors are responsible for ensuring that all documents intended to be submitted have been uploaded to the website. Incomplete submissions will not be considered. The City undertakes no obligation to notify Vendors that a submission is incomplete. Vendors may e-mail the City RFP contact to confirm that a submission with attachments exists. The City is under no obligation to reply nor does lack of a reply lessen Vendor's responsibility to submit a complete proposal. The City cannot confirm and will not open attachments to confirm completeness of proposal until the official opening. In the case of multiple submittals by a single Vendor, the last submittal by timestamp will be considered the final valid submittal of Proposer.

5. Ownership of Proposal Documentation

Upon receipt of proposals by the City, such proposals and all included documentation shall become the property of the City, without compensation to the Vendor, for disposition or usage by the City at its discretion. The City assumes no responsibility or obligation to proposers and will make no payment for any cost associated with the preparation or submission of proposals.

6. Confidential Information

All inquiries or correspondence relating to or about this RFP and all proposals submitted shall become the property of the City when received and subject to public disclosure unless exempt from disclosure by law. Unless required by law, proprietary or financial information submitted by a proposer will not be disclosed if the Vendor visibly marks each part of the proposal which proposer considers to be confidential or proprietary information with the word "Confidential".

F. Selection Process

1. Acceptance / Rejection

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing proposers. The City is not obligated to enter into any agreement on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City deems such information necessary to further evaluate the firm's qualifications.

The evaluation committee shall consist of City employees. They will review each submittal based upon the criteria listed herein. The written evaluation will produce a list of the top-rated proposals that will be selected for possible interviews (short list). Vendors may or may not be interviewed and the City reserves the right to conduct interviews at its sole discretion. Oral interviews, if necessary, will be conducted to make a final decision. Short-listed Vendors (if any) will be contacted via telephone or e-mail by the City to schedule an interview date and time. Vendors should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend a scheduled interview may not be given a score which could jeopardize the firm's competitiveness. If awarded the project, all interview statements will become part of the final Agreement.

2. Selection / Award Criteria

The award will be made to the highest ranked, responsive, and responsible Vendor whose offer is determined to be the most advantageous to the City. The award may be made by individual categories and/ or complete lot(s).

Vendors must be responsive to the requirements stated herein.

As noted, the City may request an interview phase. Scoring for interviews, should they be used, will be on a separate scale (in addition to the 100-point proposal review scale included as *Exhibit B* of this solicitation). The City reserves the right to hold interviews in addition to proposal document review to select a top-ranked firm if it is determined to be needed.

It is anticipated that the submitted proposals will be evaluated and the top-ranking Vendor will enter the contract negotiation stage. Negotiations will involve an effort to confirm a pricing structure that is acceptable to all and to address any questions remaining after the selection process. If an appropriate Agreement can be successfully negotiated between the parties, it will be executed by the City Manager. If a successful Agreement cannot be negotiated with the highest-ranked firm, negotiations will be undertaken with the next firm in order of ranked preference.

The RFP does not commit the City to pay for direct or indirect costs. Any costs associated with RFP preparation, pre-bid conferences, selection interviews, and any other consultant activity prior to award of the Agreement shall be at the proposer's expense.

G. General Information and Instructions

1. **Acceptance Period**

Any proposal in response to this solicitation shall be valid for one hundred and twenty (120) calendar days. At the end of this time the proposal may be withdrawn at the written request of the proposer if no award has been made. If the RFP is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

2. **Contract (Agreement)**

Upon award of the Agreement by the City, the Vendor shall agree to deliver services in accordance with the terms and conditions set forth therein and any negotiations that may occur. The Vendor shall understand that minor technical adjustments may be necessary as work progresses. Timely, quality service is critical to continuation of work under this Agreement.

Proposed terms and conditions are included (see "*General Conditions*"). All Vendors should thoroughly review prior to submitting a proposal. Any proposed revisions to the terms or language must be submitted in writing with the Vendor's response to the Request for Proposals within the Cover Letter. The certification contained herein shall be signed by an officer of the proposer having authority to execute the Agreement.

3. **Confidentiality**

Unless otherwise required by law, and until the public opening of the proposals, all information, materials, and other documents submitted by a proposer shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the City by a proposer will not be disclosed if the proposer visibly marks each part of the proposal that the proposer considers confidential, financial, or proprietary information with the word "Confidential."

4. **Proposer's Duty to Inspect, Advise, and Declare All Costs**

Each proposer shall become fully acquainted with the City's requirements and the scope of the services to be provided. Proposers have a duty to request any information from the City as they deem necessary to prepare the RFP. No change order will be granted nor will additional compensation be permitted if based upon information that the proposer knew, or should have known, as part of the proposer's duty to become acquainted with the City's circumstances and requirements.

5. **Time for Receiving Proposals**

Proposals submitted online prior to the time of opening will be encrypted and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid thereafter will be considered.

6. **Cancellation of Proposals**

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the proposer in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

7. Ambiguous Proposals

Proposals which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

8. Conflict of Interest

Proposers must describe, in the electronic proposal, all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the proposer’s judgment or quality of services being provided hereunder. Such notification shall identify the prospective business association, interest, or circumstance; the nature of work that such a person may undertake; and a request for an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. By submitting a proposal, the proposer certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict except as described in the proposal.

9. Collusion

More than one proposal from an individual, firm partnership, corporation, association, or related parties under the same or different names will not be considered. If the City finds reason to believe that collusion exists among proposers, all proposals from the suspected firms will be rejected. “Related parties” means proposer or the principals thereof, which have a direct or indirect ownership or profit-sharing interest in another proposer.

Proposers shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting agreement.

By responding to this RFP, proposers certify that the response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item, and they acknowledge that this would constitute an illegal action.

H. Protest Procedures

1. Right to protest. Any actual or prospective proposer or subcontractor who is aggrieved in connection with the solicitation or award of the Agreement may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after ten (10) calendar days of notification of the award of the Agreement.
2. Authority to resolve protests. The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved proposer or subcontractor, actual or prospective, concerning the solicitation or award of the Agreement. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services, and construction for the City.
3. Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within ten (10) calendar days. The decision shall state the reasons for the action taken.
4. Notice of decision. A copy of the decision rendered under Part 3 of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision. A decision under Part 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within ten (10) calendar days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the agreement unless fraudulent.

General Conditions

The following terms and conditions shall be included in the Agreement.

Access to Records - The Vendor shall make available for examination by the City all records with respect to matters covered by the Agreement, and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

Amendments - The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body. The City may, in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

Assignability/Subcontracting - The Vendor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Vendor shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by the Vendor. The Vendor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

Breach/Waiver - The failure of either the Vendor or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

Commencement of Services - The Vendor shall meet with the appropriate City staff members to commence the project at such date after the Notice to Proceed has been issued.

Duties upon Termination - Upon termination of the Agreement, the Vendor shall immediately provide the City with all records and data in any format the Vendor is capable of producing and at no cost to the City, which records and data were generated, created, or received by the Vendor in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Vendor's successor. All records shall be free from any proprietary claims or interest. The Vendor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

Equal Employment Opportunity (EEOC) - During the performance of this Agreement, the Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Vendor will post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

Findings Confidential - All reports, information, data, records, or documents of any kind, prepared or assembled by the Vendor under the Agreement are confidential and the Vendor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

Independent Contractor - Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall remain an independent consultant with respect to the services to be performed under the agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

Interest of Vendor - The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Sumter. The Vendor will further covenant that in the performance of the Agreement no person having such interest shall be employed. The Vendor is expected to make its services available to other entities but will agree to refrain from representing other entities in matters in which the position of the City conflicts with that of the other entity. The Vendor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Agreement.

Notice

1. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to:
City of Sumter, Attn: City Manager
21 N. Main Street, 4th Floor
Sumter, SC 29150
2. Written notice to the Vendor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

Non-Discrimination - The Vendor will take affirmative action in complying with all federal, state, and local 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, sexual orientation, national origin, or physical handicap.

Ownership of Project Documents - All data, documents, or other information of any description generated by or used by the Vendor or any subcontractor retained by the Vendor and related to the services required by the Agreement shall be the property of the City and shall not be used by the Vendor for any purpose whatsoever except to perform the services required by the Agreement.

Remedies - The Vendor shall be entitled only to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event

shall the Vendor be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Vendor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

Severability - If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

State Law Applicable - The Agreement shall be construed in accordance with federal, state, local laws, ordinances, and codes in performing the work provided under the Agreement. The Vendor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Sumter County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body.

Successorship - The agreement shall be binding upon the Vendor and upon its successors and assignees.

Termination of Agreement - The City may terminate the Agreement at any time upon any of the following grounds:

1. Non-Appropriation. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget.
2. Termination of Agreement for Cause. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner any obligation under the Agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys, and reports prepared under the Agreement shall become the property of the City.
Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Vendor and the City may withhold any payments to the Vendor until such time as the exact amount of damages due to the City from the Vendor is determined.
3. Termination for Convenience of the City. The City may terminate the Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in "Access to Records" herein shall, at the option of the City, become its property.
The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause.
4. Force Majeure.
5. Upon expiration of the term of this Agreement.
6. By mutual agreement.

Whole Agreement - The Agreement represents the entire Agreement between the City and the Vendor and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Only written Amendments signed by both the City and the Vendor may amend the Agreement.

Miscellaneous

1. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Vendor.
2. In the event there are any disagreements between the City and the Vendor about any of the requirements, specifications, or interpretation of the Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.

Exhibit B:

Vendor Evaluation Form City of Sumter, South Carolina		
Project Description: SUATS Bicycle and Pedestrian Master Plan		
Project Location: SUATS MPO		
Evaluation Criteria		
	Value	Score
A. Qualifications and Experience		
<ol style="list-style-type: none"> 1. Demonstrated recent experience reflecting the type of work, quality of work and ability to complete work within budget and schedule 2. Composition and expertise of the consultant team, including specific individuals who will perform work and the time spent by each. 	1 – 30	_____
B. Understanding and Proposed Approach		
<ol style="list-style-type: none"> 1. Understanding of Scope of Work 2. Demonstrated successful experience and skill working with local government staff, elected officials, community groups, and SCDOT 	1 – 30	_____
C. Responsiveness		
<ol style="list-style-type: none"> 1. Completeness and general quality of the written submittal (organization, format, understandability, soundness of methodology) 	1 – 20	_____
D. References		
<ol style="list-style-type: none"> 1. Past record and performance 3. Number and size of similar projects completed in past five (5) years 4. Claims for malpractice or defective performance that have been asserted against the Vendor within the past five (5) years 	1 – 20	_____
TOTAL SCORE		0 - 100 _____