



RFP 02-26/27

REQUEST FOR PROPOSALS
Infill Residential Pattern Book for the City of Sumter's Historic
Preservation Overlay Districts.

RFP Issuance Date:

Thursday, October 1, 2026

Submission Deadline:

Friday, October 30, 2026 at 2:00 PM EST

Submit Proposals To:

Proposals must be submitted **electronically**.

Vendors must upload proposals by visiting the following URL:

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

Deadline to Request additional information and submit Questions:

Thursday, October 15, 2026 at 2:00 PM EST

All questions will be posted & answered on the City's website

by Monday, October 19, 2026 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 Friday, October 30, 2026.**

Submission

Proposals must be submitted electronically 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. 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 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 contact made with the Mayor, other members of City Council, the City Manager, or other 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 "Infill Residential Pattern Book" 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, October 15, 2026**. The City will not respond to questions submitted after this deadline.

B. Introduction

The City of Sumter, South Carolina, is soliciting proposals from consulting firms specializing in historic preservation or a related field. The selected proposal will assist the City with developing an Infill Residential Pattern Book for the City's historic preservation overlay district(s). This project is funded, in part, by a grant from the U.S. Department of the Interior, National Park Service, and administered by the South Carolina Department of Archives and History (SCDAH). The Infill Residential Pattern Book will also assist and support the City's existing and projected regulatory plans and ordinances including the City of Sumter Unified Development Ordinance.

The Sumter Infill Residential Pattern Book is part of the City's commitment to historic preservation. The City is committed to the preservation of its historical and architectural resources and to the promotion of development activities that preserve Sumter's historic character. The City proposes to develop the Infill Residential Pattern Book to enhance the City's implementation of design guidelines in both existing historic overlay districts and proposed new districts in Sumter's historic core, which is referenced as the "Downtown Planning Area" in Sumter's 2040 Comprehensive Plan.

The proposed project represents one element of a larger effort by the City to provide a strong historic preservation and design basis for redevelopment within the City's earliest residential neighborhoods, including Hampton Park, the West End, Crosswell, Southside, and Anne Park. It will work in parallel with the City's Design Guidelines, which provides information about typical architectural styles in the area and guidance on maintenance, repair, and replacement issues for existing housing. The Pattern Book will be based on buildings in Sumter's historic core, but it has broad applicability across all neighborhoods. It will conform to local zoning, which sets out the legal requirements for development, and provide additional design guidance to encourage infill that respects existing neighborhood fabric. This document will be intended primarily for developers planning to build infill housing on vacant lots, but it may also prove useful for homeowners interested in rehabilitating their homes.

The City's responsibilities include providing base data (historic and current images of structures), coordinating public meetings, and facilitating the Consultant's access to local history sources and introduction to key local stakeholders.

ANTICIPATED PROJECT SCHEDULE (dates subject to change)

October 30, 2026	Deadline for submittal of proposals to City.
November 30, 2026	Consultants notified of selection decision by the City.
December 14-18, 2026	Project start-up meeting (may be virtual) with City and SCDAH.
June 30, 2027	Consultant will submit draft pattern book not later than this date.
September 30, 2027	Consultant will submit final deliverables and present at public meeting not later than this date.

C. Scope of Work

The project scope of work will include the following required elements:

1. **Initial Meeting with City and Public Meetings:** City staff will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule, data formatting issues, and other matters as necessary. All work associated with this request will be subject to review and approval by SCDAH.

City staff will schedule an initial public meeting with the consultant to introduce the project to the public and receive public comment. This may be part of a regularly scheduled Design Review Board meeting or a separate public meeting specifically for this purpose.

The Consultant will be required to make a final public presentation to summarize the final approved Infill Residential Pattern Book. This may be part of a regularly scheduled Design Review Board meeting or a separate public meeting specifically for this purpose.

The Consultant will be required to conduct a training workshop on use and application of the final approved Infill Residential Pattern Book specifically for City staff and members of the Design Review Board.

2. **Infill Residential Pattern Book:** The consultant will tour the City's historic residential districts in order to understand the issues and architectural styles. The pattern book should feature at least 8 different architectural base patterns informed by the traditional styles of homes found in Sumter's historic residential core, along with standard alternate versions of each base model. The consultant will recommend appropriate formats for the Infill Residential Pattern Book, allowing for future updates as needed. The City will choose a format and authorize the consultant to proceed with the Infill Residential Pattern Book.

The consultant's work product will include guidelines that assist the City of Sumter Design Review Board and property owners in determining appropriate design for infill residential construction in historic residential districts. Building elevation drawings, diagrams, and blueprints, illustrations, and combination of photographs and drawings may be used to show examples of appropriate and inappropriate design choices.

The City of Sumter and SCDAH will review a draft of the Infill Residential Pattern Book. The Design Review Board and the public will also be afforded the opportunity to review and comment on the draft document which shall be considered in finalizing the document. The consultant will address all review comments in the final draft.

3. **Project Updates:** The Consultant will provide written (by e-mail is acceptable) progress reports to the City and to SCDAH.
4. **Deliverables:** The Consultant will be required to submit all survey products in electronic format on a portable hard drive, flash drive, or via an electronic file download service. Only the final report will be submitted in hard copy printed format in addition to an electronic PDF copy. The following required products are to be submitted by the Consultant and divided between the City and SCDAH

as listed: 6 printed copies of the final report (including one unbound security copy) for the City;
2 printed copies of the final report (including one unbound security copy) for SCDAH.

E. Selection Criteria and Submittal Format

1. Selection Criteria and Submittal Format

To assure similarity in proposal presentation and allow the evaluation team to easily compare proposals, vendors shall prepare their proposals in accordance with the following formatting requirements.

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

1. **Transmittal Letter:** The letter demonstrates Proposer's understands the project, the commitment to perform the work within the time period, why the Proposer believes its firm to be the best qualified to perform the work, and includes a statement that the proposal is a firm and irrevocable offer for 90 calendar days.
2. **Title Page.** Title page must include the title – "*Sumter Infill Residential Pattern Book Proposal*" – proposers name, address, and telephone, contact person with title, email, and date. The Proposer may incorporate colored pictures and/or artwork to highlight proposal presentation.
3. **Table of Contents:** The Table of Contents aids the evaluation process.
4. **Professional Qualifications:** Proposals will be evaluated for the consultant's relevant educational background in history, architecture, architectural history, or historic preservation, as well as demonstrated experience creating Residential Development Plans for historic districts and experience working with local design review boards and commissions. Personnel involved with managing and directing the project should have one of the following: a graduate degree in architectural history, art history, historic preservation, or closely related field; or, a bachelor's degree in architectural history, art history, historic preservation or closely related field plus at least two years of professional experience in historic preservation. Resumes of key personnel and examples of previous projects are required to be submitted.
5. **Proposed Methodology and Scope of Work:** Proposals will be evaluated on the stated approach to the work demonstrating the basic understanding of the requirements of the project. A detailed description of work tasks associated with each phase of the work, a preliminary assignment of key personnel and the timeframe associated with each task. The proposal must demonstrate that the consultant understands the requirements of the City of Sumter and SCDAH.
6. **Management Plan and Timetable:** Proposals will be evaluated for the consultant's stated approach to managing the project, giving appropriate attention to project tasks, and the overall proposed timetable for the project. The work plan must discuss the staffing levels required to complete each task, as well as the relative effort that each member of the proposed project team will be devoted to the project. The work plan must also include a task-by-task schedule of the time required to complete the project by September 30, 2026.
7. **Cost of Project:** Proposals will be evaluated based in part on the overall cost for the project. An itemized list of all proposed direct expenses for the project including travel, per diem expenses, printing, etc. The consultant's proposal shall be the total cost as a lump sum. The proposal must include all information requested in the RFP. Failure to do so may be cause for rejection of the proposal.
8. **Statement of compliance** with *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended,*

prohibiting discrimination on the basis of race, color, national origin, disability or age in programs assisted by the U.S. Department of the Interior.

9. **Statement of compliance** with the Debarment Certification, *43 CFR, Part 12, Section 12.510* and stating that neither the consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The successful firm/consultant shall comply with all applicable federal, state, local governmental laws, rules, regulations, and orders in the performance of its duties under this proposal.

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 Tuesday, October 15, 2026**. 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 Friday, October 30, 2026**.

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 **electronically**. Vendors must upload proposals by visiting the following URL: <https://www.sumtersc.gov/departments/purchasing/rfp-rfq>.

Vendors must complete the online submission form and upload all related documents. 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, 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 90 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 proposal 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, via 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 5 days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 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 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 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 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 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 A:

Vendor Evaluation Form City of Sumter, South Carolina		
Project Description: Infill Residential Pattern Book for the City of Sumter's Historic Preservation Overlay Districts.		
Project Location: Sumter, SC		
Evaluation Criteria	Value	Score
A. Qualifications and Previous Experience 1. Demonstrated recent experience reflecting the type of work, quality of work and ability to complete work within budget and schedule. 2. References from other clients attesting to firm's quality.	0 – 30	_____
B. Proposed Methodology and Scope of Work 1. Understanding of Scope of Work. 2. Demonstrated successful experience and skill working with local government staff, elected officials, and community groups.	0 – 30	_____
C. Management Plan and Timetable 1. Composition and expertise of the consultant team, including specific individuals who will perform work and the time spent by each.	0 – 30	_____
D. Cost Proposal 1. Evaluation based on proposed fee schedule.	0 - 10	_____
TOTAL SCORE	0 - 100	_____