



**CITY OF HANAHAN
PROCUREMENT DEPARTMENT
Kitty Farias: Purchasing Agent
1255 Yeamans Hall Road
Hanahan, S.C. 29410**

**CITY OF HANAHAN
IT DEPARTMENT- FIBER SERVICE
Request for Proposal**

TITLE: CITY OF HANAHAN – FIBER BASED INTERNET SERVICE

RFP NUMBER: **COH#-021122**

CLOSING DATE: March 10, 2022 @ **2:00 P.M. EST (local)**

CONTRACT PERIOD: ONE YEAR; OPTION FOR RENEWAL UP TO 3 YEARS

You are invited to submit a proposal in accordance with the requirements of this solicitation, which are contained herein. It is requested that your offer/proposal be submitted to the City of Hanahan Procurement Office not later than March 10, 2022 @ 2:00 P.M. EST (local time).

**Kitty Farias
Procurement Agent
2nd Floor
1255 Yeamans Hall Road
Hanahan, SC 29410
PH: (843) 266-0723
kfarias@cityofhanahan.com**

DEADLINE FOR WRITTEN QUESTIONS IS: March 7, 2022, at (12pm) Noon, Eastern Standard Time. Please email questions to: kfarias@cityofhanahan.com

An official authorized to bind the offeror must sign the Offer and it shall contain a statement to the effect that the Offer shall remain valid for a period of at least ninety (90) calendar days from the closing date for submission of offer. The offer must be submitted in a sealed envelope showing the above solicitation title, offer number and closing date/time and offer's business name and address.

This request for Offer does not commit the City of Hanahan to award a contract, to pay any cost incurred in the preparation of an Offer or to procure or contract for the articles of goods or services. The City of Hanahan reserves the right to accept or reject any or all offers received as a result of this request, to negotiate with all qualified offer or to cancel in part or in its entirety this Offer if it is in the best interest of the City to do so.

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

Offers can download a copy of the solicitation and any amendments from the City of Hanahan Web Site (preferred) or request by email to kfarias@cityofhanahan.com: Vendors are responsible for current review and updates of any additional changes or amendments to this solicitation.

WEB ADDRESS: <https://cityofhanahan.com/government/administration/purchasing/>

- GO TO:
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 - ADMINISTRATION
 - PURCHASING
 - SOLICITATIONS

Table of Contents

CITY OF HANAHAN	1
SECTION 1	3
GENERAL INFORMATION	3
SECTION 2	6
TERMS AND CONDITIONS	6
SECTION 3	12
SPECIAL INSTRUCTIONS	12
SCOPE	15
SECTION 4	18
OFFER TRANSMITTAL AND AGREEMENT	18
SECTION 5	19
OFFER FORM	19
DEVIATIONS FROM REQUIREMENTS	20
ITEM NO. DEVIATIONS	20
ATTACHMENT #1	21
NONCOLLUSION AFFIDAVIT OF OFFER	21
ATTACHMENT #2	22
CITY OF HANAHAN	22
DRUG-FREE WORKPLACE CERTIFICATION FORM	22
ATTACHMENT #3	24
REFERENCES	24

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CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

SECTION 1
GENERAL INFORMATION

- 1.1 Offers will be considered as specified herein or attached hereto under the terms and conditions of this Request for Offers.
- 1.2 An Offer must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in black ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the Offer.
- 1.3 Offers are to include all applicable requested information and are encouraged to include any additional information they wish to be considered. Additional information shall be a separate section of the Offer and shall be identified as such.
- 1.4 One (1) clearly identified original is required. The Offer must be complete, clear, and concise.
- 1.5 Offers will be received by City of Hanahan until 2:00 P.M. on the closing date shown. Offers must be submitted to or at the time, date and exact location specified to be considered. No late Offers, Emailed, telegraphic (facsimile), or telephone Offers will be accepted.

OFFER TO BE MAILED TO:

City of Hanahan Procurement Office
ATTN: Kitty Farias
1255 Yeamans Hall Road
Hanahan, S.C. 29410

HAND CARRY/DELIVERY SERVICE TO:

City of Hanahan Procurement Office
ATTN: Kitty Farias
1255 Yeamans Hall Road
Hanahan, S.C. 29410

- 1.6 Offer is required to have printed on the envelope or wrapping containing his Offer; Offer business name and address, the Offer title, Offer number and the Offer closing date and time.
- 1.7 City of Hanahan shall not be responsible for unidentified Offers.
- 1.8 Offers mailing their Offer must allow a sufficient mail delivery period to insure timely receipt of their Offer. City of Hanahan is not responsible for Offers delayed by mail and/or delivery services of any nature. Offer received after the set time for closing will be returned unopened.
- 1.9 Offers may be withdrawn by Offer prior to, but not after, the time set for the closing. A telegraphic or email request is acceptable provided it is received before the closing, and written confirmation of the withdrawal has a postmark prior to the closing.

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

- 1.10 All entries shall be entered in ink or typewritten and shall remain valid for a period of not less than **ninety (90)** calendar days. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the Offer.
- 1.11 Offers, amendments thereto or withdrawal requests must be received by the time advertised for OFFER closing to be timely filed. It is the Offer's sole responsibility to ensure that the documents are received by the person (or office) at the time indicated in the solicitation document.
- 1.12 By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
- 1.13 **Offers must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act).** If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Hanahan reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Hanahan or his agents for its determination in this regard.
- 1.14 City of Hanahan reserves the right:
 - 1.14.1 To accept or reject any or all Offers received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the city to do so;
 - 1.14.2 To waive any or all informalities;
 - 1.14.3 To solicit additional information from the Offers, or any one Offer should City of Hanahan deem such information necessary;
 - 1.14.4 To consider modifications received at any time before the award is made, if such action is in the best interest of the city; and,
 - 1.14.5 To negotiate contract terms, conditions, and cost.
- 1.15 Samples of any articles deemed necessary must be furnished free of any cost to City of Hanahan. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the Offer at the Offer's expense upon request.
- 1.16 This contract will be awarded to the Offer whose Offer is within the competitive range and determined to be in the best interest of City of Hanahan.
- 1.17 The words "Contractor", "Vendor", "Offer", "Offer", "Consultant", "Proposer", are used interchangeably throughout this Solicitation to define the companies submitting Offers, and replace terms such as person(s), firm(s), or corporation(s).
- 1.18 If the Offer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Offer Solicitation, it shall immediately notify the City's Procurement Office of such error in writing and request modification or clarification of the document. The Offer is responsible for clarifying any

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

ambiguity, conflict, discrepancy; omission or other error in the OFFER Solicitation, or it shall be deemed waived.

- 1.19 Failure to submit all required information may be determined as a non-responsive Offer.
- 1.20 This contract will be awarded to the Offer whose Offer is within the competitive range and determined to be in the best interest of City of Hanahan. Evaluation of Offers and selection of an Offer are set forth in "Special Instructions".
- 1.21 This solicitation does not commit City of Hanahan to award a contract, to pay any cost incurred in the preparation of an Offer or to procure or contract for the articles of goods or services.
- 1.22 AMENDMENTS: If it becomes necessary to revise any part of this Solicitation, an amendment will be posted on the Web Page at the address provided on the Cover Sheet. All amendments become part of the Request for Offers and are contractually binding whether or not received by the Offer.
- 1.23 **LEFT BLANK**
- 1.24 ADDITIONAL INFORMATION/QUESTIONS: Offers requiring additional information may submit their questions in writing. Questions may be directed to Kitty Farias, Purchasing Agent, at telephone number (843) 576-5254 or email at kfarias@cityofhanahan.com. The deadline for submitting written questions is March 7, 12pm, EST. Verbal information obtained otherwise will not be considered in the awarding of the Offer.
- 1.25 AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion form contained herein shall be signed, notarized, and become a part of the Offer. **Offers submitted without this Affidavit may be rejected as nonresponsive.**

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

SECTION 2
TERMS AND CONDITIONS

- 2.0 CONTRACT PERIOD: ONE YEAR; OPTION FOR RENEWAL UP TO 3 YEARS.
- 2.1 APPLICABLE REGULATIONS/POLICIES: The Code(s) of the City of Hanahan Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Offer to be familiar and comply with said regulations/policies.
- 2.2 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 WAIVER: The City reserves the right to waive any provisions of this solicitation.
- 2.4 COMPENSATION: [Not applicable to this Offer request].
- 2.5 PUBLIC RELEASE OF INFORMATION: Contractor shall not advertise, issue a press release, or otherwise publish information concerning this Offer or contract without prior written consent of the City. The City shall not unreasonably withhold permission. Contractor agrees not to refer to award of this solicitation/contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by City of Hanahan.
- 2.6 PAYMENT TERMS: Contractor will submit invoices to the City, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice, City shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to City back-up data supporting the invoice. City and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by City and is past due thirty (30) days from the date the invoice is received.
- 2.7 TERMINATION: Subject to the provisions below, the City may terminate the solicitation/contract by providing a thirty (30) day written advance notice to Contractor.
- 2.7.1 Termination for Convenience: In the event this solicitation/contract is terminated or cancelled for the convenience of the City, the City will negotiate reasonable termination costs, if any.
- 2.7.2 Non-Appropriations: Any contract entered into by the City shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. Any final agreement accepted by the City MUST include the following language:

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

This contract is approved and funded contingent upon annual appropriations being established by City of Hanahan Council to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing on July 1st and terminating on June 30th of the following year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract. In the event that an annual appropriation is not approved, City of Hanahan shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

- 2.7.3 Termination for Cause: The City may terminate the contract at any time for the failure of the Contractor to perform any obligation under this solicitation/contract, or for any other good and sufficient cause. The City shall only pay Contractor for services rendered prior to the termination notice date, less any liquidation costs assessed for Contractor non-performance.
- 2.7.4 Mitigation of Termination Costs: In the event that the contract is terminated, Contractor will be liable for any costs in excess of contract pricing incurred by the City to complete the contract or provide for continuity of services. The City reserves the right to purchase any or all services and materials on the open market. The city will not entertain subsequent offers from the terminated Contractor until these liquidation costs are paid by Contractor.

Such costs may include, but are not limited to, the cost of using the City's employees or employees of any other entity to perform the obligations of the contract. The city may obtain any such reimbursement by deduction from payments otherwise due to Contractor or by any other proper and lawful means. All deductions from any money due Contractor are to be as liquidated damages and not as a penalty. It is the City's intent to give Contractor a reasonable opportunity, whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The City will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the City carries out the work using its forces or another contractor.

- 2.7.4.1 For use of City's forces – actual cost involved.
2.7.4.2 For use of another contractor – the amount charged by said contractor.

The City reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

- 2.7.5 Excusable Delay: Contractor will 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 contractor. Such causes may include, but are not restricted to acts of God (force

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

majeure) or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

- 2.8 S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this Offer, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed Offer, the Offer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina and/or City of Hanahan, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 2.9 OFFER'S QUALIFICATIONS: Offer must, upon request of the City, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Offer. The Purchasing Department reserves the right to make the final determination as to the Offer's ability to provide the services requested herein, before entering into any contract.
- 2.10 OFFER RESPONSIBILITY: Each Offer shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Offer. It is expected that this will sometimes require on-site observation. The failure or omission of an Offer to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Offer or to the contract. The Offer will be required to assume sole responsibility for the complete effort, as required by this Offer. The city will consider the Offer to be the sole point of contact with regard to contractual matters.
- 2.11 ROYALTIES, PATENTS, NOTICES AND FEES: Offer shall give all notices and pay all royalties and fees. S/he shall defend all suits or claims for infringement of any patent rights and shall hold the City harmless from loss on account thereof, if any.
- 2.12 CONFIDENTIALITY: Contractor will maintain confidential any documents or information provided by the City and will not release, distribute, or publish same to any third party without prior permission from the City, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the city.
- 2.13 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.
- 2.14 WARRANTY: Contractor warrants to City that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

- 2.15 MATERIALS AND WORKMANSHIP: Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the City.
- 2.16 RELATIONSHIP OF PARTIES: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 2.17 RIGHTS AND REMEDIES: No provision in this document or in the Offer's Offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.18 CLIENT LITIGATION: Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the city, if the city requests such documents, witnesses and/or general assistance. The City shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of the Final Agreement.
- 2.19 SEVERABILITY: Should any section, paragraph, clause, phrase, or provision of any Final Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of any Final Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.
- 2.20 INSURANCE REQUIREMENTS: The successful offer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offer, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the offer for the duration of the contract period; for occurrence policies, *if applicable*.
- Worker's Compensation, which must meet the statutory requirements of the State of South Carolina
 - General Liability Coverage with bodily injury and property

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

- Automobile Liability Coverage

2.21. **CONTRACTOR LICENSE REQUIREMENT:** The contractor **shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of his business.** He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances, and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

2.22. **CONTRACT:** The City reserves the option to prepare and negotiate a Final Agreement with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

The Final Agreement, along with the provisions contained in **Offer #020822** and Vendor/Contractor's Response to **Offer #020822** represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.

2.23. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City (**if applicable, please include with Offer a list and duties of any subcontractors**). All subcontractors shall comply with Federal and State laws and regulations, which are applicable to the services, covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. The City reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

2.24. **CONTRACTOR LIABILITY:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the City and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the City harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the City and suit brought against the City for attorney's fees and for all other expenses incurred by the City in connection with or as a result of any such suit, claims, or loss. Under no circumstances and

with no exception will City of Hanahan act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first-class job shall be taken.

2.24.1 **Safety, Health, and Security:** Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under any Final Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials, and work to prevent, discover, determine, and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the City. *If Applicable to this Offer Request.*

- 2.25 ASSIGNMENT CLAUSE: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City. The City is under no obligation to continue this contract with an assignee.
- 2.26 RIGHT OF ENTRY: The City will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment
- 2.27 AUDIT: Contractor's records which pertain to this Contract must be open for inspection and/or audit by the City upon request for a period of five years after each contract year. For audit purposes, the City must verify that the material cost billed as a result of the contract are correct. Contractor must provide the City, upon its request, documentation of material purchase costs (e.g., copy of invoice from its supplier), and rental equipment is being invoiced properly.
- 2.28 PUBLIC RESPONSIBILITY: The City has a duty to conform to applicable codes, standards, regulations, and ordinances with regard to public health and safety. Contractor will at all times alert the City to any matter of which Contractor becomes aware and believes requires the City to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations, or ordinances. If the City decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.
- 2.29 DRUG-FREE WORKPLACE: Offer shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended) and shall file a certification form with City of Hanahan in accordance with the same. Aforesaid certification form is provided with this Request for Offers and shall be executed by the Offer (or, in case of a corporation, by a duly authorized representative of the corporation) and become a part of the Offer. Offers submitted without this Certification may be rejected as nonresponsive.
- 2.30 APPLICABLE LAW AND VENUE: The construction, interpretation and performance of any Final Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The City and Contractor further agree that the Final Agreement shall be deemed to be made and performed in City of Hanahan, South Carolina. For the purposes of venue, all suits or causes of action arising out of the Final Agreement shall be brought in the courts of City of Hanahan, South Carolina.

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

SECTION 3
SPECIAL INSTRUCTIONS

- 3.1 In addition to the other terms and conditions in this solicitation, as amended, the Offer must agree to the inclusion of contractual articles provided below:
- 3.1.1 EQUAL EMPLOYMENT: The Contractor will comply with all Federal and State requirements concerning fair employment. During the performance of this Contract, the Consultant agrees to provide equal employment opportunities. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, physical handicap, or marital status.
- 3.1.2 INDEMNIFICATION: The contractor agrees to indemnify and hold harmless the City of Hanahan and all City officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the City, its officers, agents and employees.
- 3.1.3 ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE: By submitting an offer, Offer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Offer and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Offer and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both". Offer agrees to include in any contracts with its subcontractor's language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractor's language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the City for any loss suffered by the City as a result of such contractor, subcontractor, or sub-subcontractor's failure to comply with the Act.
- 3.1.4 FEDERAL, STATE AND LOCAL LAWS: The contractor assumes full responsibility and liability for compliance with any and all local, state, and federal laws and regulations applicable to Contractor and his employees including, but not limited to, compliance with

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

Contractor's professional services shall incorporate those federal, state, and local laws, regulations, codes, and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state, or local laws, regulations, codes, and standards that were not in effect or publicly announced at the time Contractor rendered its services

3.2 RECEIPT OF OFFER: Offers mailing their offer submission must allow a sufficient mail delivery period to insure timely receipt of their Offers. Any Offers received **after** the scheduled opening date and time will be immediately disqualified and will be **returned un-opened**.

3.3 PREPARATION OF OFFER:

3.3.1 All Offers should be complete and carefully worded and must convey all information requested by City of Hanahan. If significant errors are found in the Offer's submission, or if the Offer fails to conform to the essential requirements of the Offer request, City of Hanahan will be the judge as to whether that variance is significant enough to reject the Offer.

3.3.2 Offer should be prepared simply and economically, providing a straightforward, concise description of Offer's capabilities to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content.

3.3.3 If your Offer includes any comment over and above the specific information requested in our Request for Offers, you are to include this information as a separate appendix to your Offer.

3.4 OFFER REQUIREMENTS:

3.4.1 Required Contents of Offer

Failure to respond to specific requirements may result in disqualification. Offers are reminded that Offers will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City.

Those Offers determined not to be in compliance with provisions of this solicitation and the applicable law and/or regulations will not be processed. All costs incurred by the proposer associated with OFFER preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

The information and proposed budget for the contractor selected will form the basis for negotiation of a contract. The City reserves the right to issue a contract without further negotiation using the data contained in the Offer submission.

3.4.2 Offer Format

The Offer format requirements were developed to aid Offers in their Offer development. They also provide a structured format, so reviewers can systematically evaluate several Offers. These directions apply to all Offers submitted.

The purpose of the Offer is to demonstrate the qualifications, service level, and cost for services, competence and capacity of the firms seeking to become a provider of record for the City. The Offer's submission should address all the points outlined here as required.

3.4.2.1 Transmittal Letter: The transmittal letter must include:

- Name of the firm responding, including mailing address, telephone number, fax number and email address.
- The name of the person or persons authorized to make representations on behalf of the Offer, binding the firm to a contract or Agreement.
- A statement that the offer submitted as a result of this solicitation is binding on the Offer for ninety (90) calendar days following the Offer due date.
- Signed by authorized person.

3.4.2.2 Firm History and Experience: Define the overall structure of the firm to include the following:

- A description of the firm's principal business location, including the primary office that will service the city.
- Licenses and Certificates held by you and/or your company
- Discuss any impending changes in your organization that could impact the delivery of services, if any.
- Indicate current responsibilities of person designated to serve as lead contact for the city.
- Three references

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

SCOPE / STATEMENT OF WORK

- | |
|--|
| <ul style="list-style-type: none">• Title: FIBER BASED IT SERVICE - WAN |
|--|

After being selected, the successful Vendor will execute an agreement with the city to provide services and/or materials to fulfill the following scope of work:

The City of Hanahan is increasing the Wide Area Network (WAN) capacity to additional City buildings. The WAN currently provides connectivity for the remote buildings to the other City buildings. The city is seeking to provide faster internet service to the remote buildings and provide a redundant internet connection to the WAN. The goal of the WAN expansion and new ISP is to mitigate the disruption of critical services due to loss of internet connectivity.

The City of Hanahan buildings which will receive services as part of the scope of the project are listed below:

- **City Hall: 1255 Yeamans Hall Road, Hanahan SC 29410**
- **Mabeline Recreation Complex: 3100 Mabeline Road, Hanahan SC 29410**
- **Fire Station 2: 1200 S. Basilica Ave, Hanahan SC 29410**
- **Fire Station 3; 1100 Williams Lane, Hanahan SC 29410**
- ***Hawks Nest Park: Off Williams Lane – Address to be determined**

***This park is currently under construction with plans to be completed by October 22, 2022.**

Requested Specifications – *(If vendor sees a need and wishes to quote different specifications based on knowledge, experience, and usage data obtained during the proposal process please indicate the variance and why)*

- 1 Gbps (gigabit per second) private fiber to each building.
- DIA (dedicated internet access) with 1 gbps x 1 gbps GPON (Gigabit passive optical network) service.
- Circuit monitoring included.

Costs Specified:

Fiber connectivity to each of the buildings will be included in the project scope. Construction costs should be provided in a one-time fee schedule and an amortized 60-month fee schedule if available, 0% interest preferred.

The city may not add private fiber and DIA internet to all the buildings specified in the first year or not at all. The city may move one building at a time to the private fiber and gig DIA. The service provider must provide local tech support and respond onsite to trouble shooting as needed. Response time to outage requests must be no greater than 2 hours.

The service provider must support multiple paths out of the area that do not meet on the same outlaying path. A single exit point out of the area does not meet specifications.

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

Installation considerations:

Access into buildings and into City properties must be coordinated with City staff and may require additional information on specific

Additional Consideration:

The City of Hanahan is considering providing free public WiFi Access at the Hanahan Amphitheater and 53-Acre Park and is requesting proposals on providing this access on a separate network. Vendor will provide all materials for operational and cosmetic repairs.

IT Contact will be Jon Ellwood, jellwood@cityofhanahan.com.

OFFER REQUIREMENTS:

Offers **must** be submitted in **sealed** envelope. The vendor's name, opening date, and complete project name **must** appear legibly on the outside of the envelope. Offers will be accepted until the date and time of opening. **Irrevocable Offer Period:** Offers are irrevocable for a period of 60 calendar days after the offer deadline unless the Facility consents to a different time period. The City of Hanahan reserves the right to accept or reject any or all offers.

NOTE: A vendor information sheet (w9) **must** be attached unless on file with the City of Hanahan.

DUE DATE:

Offers must be submitted by March 10, 2022, at 2 P.M.

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

- 3.5 AWARD: An award resulting from this request shall be made to the responsive and responsible Offer whose Offer is determined to be most advantageous to City of Hanahan, taking into consideration **cost and any additional evaluation criteria**. However, the City reserves the right to reject any and all Offers received and, in all cases, City of Hanahan will be the sole judge as to whether an Offeror's submission has or has not satisfactorily met the requirements of this OFFER.
- 3.6 EVALUATION: The evaluation team will decide if they need additional information on the top Offers submitted; if so, the Offerors will be contacted. **[Depending on the nature of the offer request and scope, this is not always applicable]**
- 3.6.1 General:
- 3.6.1.1 The City may shortlist the Offers based upon responses. If necessary, the city may conduct interviews. **[Depending on the nature of the offer request and scope, this is not always applicable]**. The City will not be liable for costs incurred for preparation of offer submission and accompanying documentation.
- 3.6.1.2 The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting an Offer.
- 3.6.1.3 Exceptions to Contract Terms and Requirements: Offer shall clearly identify any proposed **deviations** from the Contract Terms/Requirements/Scope of Work in the Request for Offers. Each exception must be clearly defined. The exception shall include, at a minimum, the Offer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better cost and/or performance. If no exceptions are noted in the Offer's submission, the city will assume complete conformance with the Requirements/Scope of Work and the successful Offer will be required to perform accordingly. Alternate written Offers submitted may be considered; however, the city will make final determination as to suitability and compliance with the scope of work. Offers submitted not meeting all requirements might be rejected.
- 3.7 EVALUATION CRITERIA: The following evaluation criteria will be taken into consideration for purposes of Offer evaluation. The evaluation team during evaluation will take the following criteria listed in relative order of importance, into consideration:

****CITY BEST PRACTICES – BASED ON COMPLIANCE, PROPOSAL GUIDELINES, RESPONSIVENESS, AND COST.**

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

SECTION 4
OFFER TRANSMITTAL AND AGREEMENT

The undersigned, having fully familiarized himself with the information contained within this Request for Offers, (including the Invitation Notice, Instructions to Offers, General Conditions, Special Conditions (if applicable), Requirements, Local Preference Statement, Offer Sheets, Drug-Free Workplace Certification Form, Affidavits of Offer, and subsequently received written Amendment as listed below), submit the attached Offer. I verify (to the best of my knowledge and belief) this Offer to be true and correct. All requirements of the Request for Offers are hereby incorporated into the Offer submitted and shall be incorporated by reference into the purchase contract or act as the Contract.

The Offer acknowledges the following Amendments (if applicable), have been received and incorporated into this Offer (if applicable):

Amendment No. _____	Dated _____,	Signature _____
Amendment No. _____	Dated _____,	Signature _____
Amendment No. _____	Dated _____,	Signature _____

Respectfully submitted by: _____
(FIRM NAME)

Signature: _____

Representative Name: _____

Title: _____

Address: _____

Date: _____

Telephone No: _____

Fax Number: _____

Email: _____

**CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service**

**SECTION 5
OFFER FORM**

[NAME OF OFFER]

_____ : Please provide sufficient detail to show all cost.
(This may be submitted in a separate sheet if necessary)

OFFER FORM

The following offer price includes all materials, labor, equipment, and mobilization costs for the cleaning, repair, and resurfacing of the Otranto tennis courts located on Basilica Ave.

TOTAL PROJECT SUGGESTED PRICE =

\$ _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____

PHONE: _____

EMAIL: _____

REPRESENTATIVE NAME: _____

SIGNATURE: _____ DATE: _____

Complete this form and return to the City of Hanahan 1255 Yeamans Hall Rd. Hanahan, SC 29410 by 2:00 p.m. March 10, 2022nd in a sealed envelope marked **“FIBER BASED INTERNET SERVICE”. Signature serves as agreement if winning offer. Incomplete forms shall not be considered for selection. The City of Hanahan reserves the right to reject any and/or all offers.

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

ATTACHMENT #1
NONCOLLUSION AFFIDAVIT OF OFFER

STATE OF _____)
)
CITY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the Offer that has submitted the attached Offer:
- (2) He is fully informed regarding the preparation and contents of the attached Offer and of all pertinent circumstances regarding such Offers:
- (3) Such Offer is genuine and is not a collusive or sham Offer;
- (4) Neither the said Offer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offer, firm or person to submit a collusive or sham Offer in connection with the Contract for which the attached Offer has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Offer, firm or person to fix the price or prices in the attached Offer or of any other Offer, or to fix any overhead, profit or cost element of the Offer price or the Offer price of any other Offer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Hanahan, South Carolina, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires _____

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

ATTACHMENT #2
CITY OF HANAHAN
DRUG-FREE WORKPLACE CERTIFICATION FORM

(OFFER/VENDOR OTHER THAN INDIVIDUALS)

This certification is required by the Drug-Free Workplace Act, Section 44-107-10 et seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Offer/Vendor prior to award that they will maintain a drug-free workplace as defined below. The certification set out below is a material requirement of fact upon which reliance will be placed when determining the award of a Contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Contract, or suspension or debarment from the right to submit offers or Offers for City of Hanahan projects.

For purposes of this Certification "Drug-Free Workplace" is defined as set forth in Section 44-107-20 (1), South Carolina Code of Law (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Offer's/Vendor's duties under the Contract. Offer's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-Free Workplace Act.

By signing this document, the Offer/Vendor hereby certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - 2.1. The damages of drug abuse in the workplace;
 - 2.2. The Offer's/Vendor's policy of maintaining a drug-free workplace;
 - 2.3. Any available drug counseling, rehabilitation, and employee assistance programs;
and
 - 2.4. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph #1 above;

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

4. Notifying the employee in the statement required by paragraph #1 that, as a condition of employment under the Contract, the employee will:
 - 4.1. Abide by the terms of the statement; and
 - 4.2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Notifying the using agency within ten (10) days after receiving notice under subparagraph #4-b, from an employee or otherwise receiving actual notice of the conviction.
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph #4-b with respect to any employee who is convicted:
 - 6.1. Taking appropriate personnel action against the employee up to and including termination; or
 - 6.2. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph #1, 2, 3, 4, 5, and 6 above.

FIRM NAME:

ADDRESS:

ATTEST: _____ SIGNED: _____

DATE: _____ TITLE: _____

CITY OF HANAHAN REQUEST FOR BID
City of Hanahan Fiber Based Internet Service

ATTACHMENT #3
REFERENCES

As per the Offer Requirements, provide a list of at least three (3) customer references including company name, address, contact person, telephone number. (Note: only list those customers in which a similar type of equipment/product and scope of work/service was provided – preferably in South Carolina, North Carolina, or Georgia).

1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____

2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____

3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____

END