



REQUEST FOR PROPOSAL  
(RFP)

ENGINEERING SERVICES  
FOR  
STREET CONDITION ASSESSMENT OF  
CITY-OWNED STREETS

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Daniella Howard, Purchasing Agent  
Email: [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov)  
Phone: 843.545.4043

PROJECT: Street Condition Assessment of City-Owned Streets

RELEASE DATE: Wednesday, December 22, 2021

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, January 19, 2022**

Proposals must be submitted electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
The City will not accept proposals by hard copy, fax, or email.

For instructions on how to submit your proposal electronically, please refer to Exhibit A, "How to register as a vendor", and Exhibit B, "How to respond to an online bid".

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### **Important Notice**

All proposals **MUST BE** submitted electronically through the City of Georgetown’s website, [www.georgetownsc.gov](http://www.georgetownsc.gov). [Click here](#) for a direct link.

As always, proposals received after the due date and time will not be considered for any reason.

The City **WILL NOT** accept proposals by: Hard copy, Fax, or Email.

Your proposal must be submitted electronically to ensure it remains sealed until the scheduled proposal opening date and time. Proposal openings will be streamed live via the City’s public Facebook page, <https://www.facebook.com/cityofgtown/>.

### **Background**

The City of Georgetown (City) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as “The Grand Strand.” The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tidelands Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.georgetownsc.gov](http://www.georgetownsc.gov).

### **Purpose**

The City is seeking experienced engineering transportation consultants to perform an asphalt pavement condition assessment of 5.37 miles of the City-owned and maintained streets. As part of its Capital Improvement Program (CIP), the City is planning on developing a Street Improvement Program (SIP) to improve worst streets first based on the streets’ Pavement Condition Index (PCI) as determined by the Consultant’s rating scale. The consultant shall utilize a standard pavement rating system to develop a long-term maintenance program that can be incorporated into the City’s 5-year CIP (Capital Improvement Program). Consultants must be registered with the South Carolina Secretary of State and licensed to practice engineering in the state of South Carolina.

### **Project Description**

The consultant shall evaluate the condition of the streets, prepare recommendations for resurfacing, restoration, and rehabilitation as applicable. The selected consultant shall prepare a cost estimate with present and projected costs, maps, tables, a draft and a final summary report.

### **Site Visit**

Engineering consultants must familiarize themselves with the city-owned streets listed under the attachments to this solicitation prior to the submission of their proposal. Submission of proposal implies that the consultant has visited the site and is familiar with the existing conditions. Failure to visit the site shall in no way relieve any consultant from any obligation in respect to their proposal.

### **Scope of Services**

1. Asphalt pavement condition survey of existing city-owned streets.
2. Conduct survey in accordance with ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.
3. Use this PCI values range from 0-100 for descriptive rating scale:
  - A. Very Good (95-100) - No Maintenance Needed
  - B. Good (85-94) - Routine Maintenance Needed
  - C. Fair (71-84) - Preventive Maintenance Needed
  - D. Poor (56-70) - Corrective Maintenance Needed
  - E. Very Poor (0-55)-Reconstruction or Rehabilitation Needed
4. Prepare resurfacing, restoration, rehabilitation cost estimate. Budgetary cost estimates for needed maintenance, repairs, and resurfacing will be generated using the consultants; best judgement based on current and projected construction bid prices.
5. Prepare a prioritization schedule. A priority schedule will be developed indicating the streets with the poorest distress conditions first. The schedule must reflect a 5-year CIP plan.
6. Prepare summary report. Report must include a description of the survey, evaluation and recommendations, projected cost estimates, which will consider inflation over the next 5 years, prioritization schedule, maps and rating criteria tables. Provide information on the pavement condition and distress description, type of asphalt cracks (Fatigue Cracks, Rutting, Raveling, Stress Cracks, Superficial Cracks, Structural Cracks, etc.), pothole presence, and any other observable asphalt surface issues.
7. Presentation to City Council. Include one presentation at a workshop meeting.

Allowances:

1. Provide an allowance of up to ten (10) asphalt pavement cores and patching for area of severe distress.

**The City will:**

1. Provide the information requested by the selected consultant.
2. Pay for all services based on percentage of work completed.

## **Process**

This solicitation will be conducted in accordance with City's Purchasing Ordinance which can be found in its entirety on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov). [Click here](#) for a direct link.

The City will conduct the selection of Engineering Consultant in the following manner:

1. Request for Proposal (RFP) documents will be made available on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).
1. Proposals will be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Proposals will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>. Due to the possibility of negotiation with any firm submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at the time of opening.
2. The Submittal Listing of Proposals received will be posted on the City's website, within forty-eight (48) hours of opening. It is the sole responsibility of the bidder to obtain notification of any and all project documentation from the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov). [Click here](#) for a direct link.
3. Proposal will be awarded as stated below.
4. The lowest responsible, and responsive proposal will be presented to the Georgetown City Council for approval, as required.
5. After Council approval, the City will issue the Notice of Award.

## **Award**

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

Contract shall be awarded to the best qualified, and lowest responsive and responsible proposer.

The City shall have the sole discretion in determining the best qualified, responsive and responsible proposer. In addition to fee, the City, shall consider:

- A. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- B. Whether the bidder can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- D. The quality of performance of previous contracts or services similar to services being sought in this RFP;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

- H. The ability of the bidder to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
- I. Whether the bidder has met the criteria of the RFP specifications, terms and conditions of the RFP.

### **Protest Procedure**

In accordance with the City's Procurement Ordinance, any protest or objection to this RFP award process must be submitted in writing to the City of Georgetown, Attn: Daniella Howard, Purchasing Agent, PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the notification of award posted to the City's website. The City's Procurement Ordinance to include Section 2-194, Protest Procedure, can be found in its entirety on the City's website at:

[https://www.georgetownsc.gov/how\\_do\\_i\\_find/ordinances\\_guidelines.php](https://www.georgetownsc.gov/how_do_i_find/ordinances_guidelines.php)

### **Questions**

No answers will be given over the phone.

Questions regarding this Request for Proposals should be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 2:00 PM EST (local time), Wednesday, January 12, 2022.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the bidder's sole responsibility to contact the Purchasing Agent at 843.545.4043.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **Street Condition Assessment.**

Answers to questions or Addenda will be posted on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), as an Addendum no later than 2:00 PM EST (local time), Friday, January 14, 2022. [Click here](#) for a direct link.

**Schedule of Events**

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Proposal (RFP) Release Date	Wednesday, December 22, 2021	
2. Deadline for written questions. Email to <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Wednesday, January 12, 2022	2: 00 PM
3. Deadline for addendum or answer(s) to be posted on the City’s website <a href="https://www.georgetownsc.gov/index.php">https://www.georgetownsc.gov/index.php</a>	Friday, January 14, 2022	2:00 PM
4. Proposal Opening Date	Wednesday, January 19, 2022	2: 00 PM
5. Proposal Approval By City Council (Tentative)	February 17, 2022	
6. Project Start (Tentative)	March 1, 2022	
7. Project Finish (Tentative)	March 31, 2022	

When the Procurement Division is closed due to force majeure, proposal openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding proposal submittals directly from the City’s website.

<https://www.georgetownsc.gov/>.

Procurement procedures are subject to the City’s procurement policies as outlined in Section 2-185 of the City’s Municipal Code (Chapter (Administration), Article IV (Procurement)). The City’s Procurement Ordinance can be found in its entirety on the City’s website at:

[https://www.georgetownsc.gov/how\\_do\\_i/find/ordinances\\_guidelines.php](https://www.georgetownsc.gov/how_do_i/find/ordinances_guidelines.php)

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post notice of such on the City’s website and notify known participants. The City reserves the right to issue addenda to this RFP up to two (2) days before the RFP due date as needed to clarify the City’s desires or to make corrections or changes to the RFP document or submittal process.

The City reserves the right to request additional information from any and all prospective contractors or individuals deemed necessary by the City to evaluate the proposals. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original proposal

The City reserves the right to cancel or reissue the RFP and/or revise the schedule at any time.

The City also reserves the right to accept or reject any or all proposals deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

Once a final determination is made, the City is not required to furnish a statement of the reason(s) a proposal was not selected.

All information will be updated and posted on the City's website:

[https://www.georgetownsc.gov/governmental\\_services/departments/finance/proposals\\_rfps.php](https://www.georgetownsc.gov/governmental_services/departments/finance/proposals_rfps.php), under "View Current Bid Postings".

It is the bidder's sole responsibility to obtain the information directly from the City's website regarding this project.

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

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

### **Submittal Instructions**

The proposal price shall be valid for a period of 60 calendar days from the date of proposal opening.

By initialing the bottom of each page of this RFP document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. Bidder's representatives are expected to examine this RFP thoroughly and request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov). [Click here](#) for a direct link.

It is the sole responsibility of the bidder to have their proposals delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting proposals electronically. It is the sole responsibility of the bidder to confirm that their proposal was submitted on time, and that their PDF file/files are not corrupt.



**Submittals may be rejected if deemed non-responsive.** To be considered, interested parties **must** submit the following no later than the aforementioned deadline:

1. Submit proposal electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov). [Click here](#) for a direct link.

Submittal package must include **all** of the following items. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Letter of Interest - Must be no more than one (1) page (one page is one side of an 8.5" x 11" paper) in length and include contact information and signature of company owner/president/CEO.
  2. Complete Initialed copy of this RFP document - (Place responsible person's initial's on each page)
  3. Proposal on company's letterhead - Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified. Include photos of recent projects. Three professional references. The proposal shall be a lump-sum fee based on a current schedule of hourly rates.
  4. Complete Mandatory Vendor Submittal Form – Local Vendor Preference Option (page 12)
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the proposal, failing to acknowledge addenda, or not submitting the Local Vendor Preference Option Form, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all proposers correct the minor informality or irregularity within the same specified time.
  3. Electronic proposal must be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Proposals will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityoftown/>. No proposal will be accepted after such time. Late proposals will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all proposals and to waive any informalities and technicalities in the proposal process. No additional fees, costs, or any other reimbursable expenses will be allowed.
  4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the proposers submitting a proposal.
  5. Any proposer may withdraw their proposal only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete proposals may be rejected.

6. All costs incurred in preparing the proposal, or costs incurred in any other manner by the proposer in responding to this RFP, will be wholly the proposer's responsibility. All materials and documents submitted by the proposer in response to this RFP become the property of the City and will not be returned.
7. Any proprietary information contained in the proposal should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as “PROPRIETARY INFORMATION” so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

8. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a proposer who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFP documents, contract of similar nature, or to reject the proposal from a proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected proposer of any contract to be entered into in accordance with this RFP will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions - The selected proposer will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at the point of contract negotiation by the City's Risk Manager as follows:
  - Comprehensive General Liability (per occurrence);
  - Comprehensive Auto Liability (per occurrence); and
  - Workers' Compensation Liability
  - Automobile Liability
  - Builder's Risk Insurance – Not applicable

The City of Georgetown is to be named as “Additional Insured” on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the

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

- Email - [cmcdaniel@georgetownsc.gov](mailto:cmcdaniel@georgetownsc.gov)
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442

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

12. Indemnification - The selected propos alder agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected propos alder and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
14. City Business License and Permits - The selected propos alder shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for construction permit information. These expenses shall be included in the total proposal cost.
15. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).



**MANDATORY VENDOR SUBMITTAL FORM**

The City's Procurement Ordinance to include the Local Vendor Preference Option, can be found in its entirety on the City's website at:

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

**SECTION 2-185 COMPETITIVE SEALED PROPOSAL DING LOCAL VENDOR PREFERENCE**

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

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

(X) \_\_\_\_\_  
Signature of Company Officer

(X) \_\_\_\_\_  
Date

## **General Contractual Requirements**

1. Force Majeure - The proposal shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the proposal. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the proposal.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Proposal Qualifications - Proposal must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFP. The City reserves the right to make the final determination as to the proposal's ability to provide the services herein.
4. Proposal Responsibility – Each proposal shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of the proposal to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to a contract.
5. Affirmative Action - The proposal will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this Request for Proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the proposal:
  - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
  - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the proposal, shall be excluded from the foregoing provisions; termination costs, if any shall

not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.

7.4 Default – In case of default by the proposal, the City reserves the right to purchase any and all items/services in default in open market, charging proposal with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSAL WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposal Responsibilities - The proposal will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the proposal to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFP is to be subcontracted, the proposal shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful proposal will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposal.
10. Ownership of Material – All materials and documents submitted by the proposal in response to this specification become the property of the City and will not be returned to the proposal.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the proposal.
12. Contract Amendments - Amendments to any agreement between the City and the proposal must be reviewed and approved in writing by the City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposal as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the proposal, as determined necessary by the City. Pertaining to all audits, the proposal shall make available to the City access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the proposal shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Proposal - Proposal represents, warrants, and covenants that:
  - (a) In providing the services proposal shall utilize the care and skill used by members of the proposal's profession practicing under similar circumstances at the same time and in the same locality.

- (b) All employees provided by the proposal to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request the removal of any employee for a good cause.
  - (c) Proposal is a business validly existing and in good standing under the laws of the State of South Carolina.
18. Indemnity Provisions - Proposal agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposal's performance thereunder.
19. City Business License and permits - The selected proposal shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

**Exhibits Available**

- A) How to register as a vendor
- B) How to respond to an online proposal
- C) City Road Map
- D) List of City-Owned Streets