



REQUEST FOR QUOTE (RFQ)

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Daniella Howard, Purchasing Agent
Email: dhoward@georgetownsc.gov
Phone: 843.545.4043

PROJECT: Website Design Services, Implementation, and Maintenance

DATE ISSUED: Thursday, September 17, 2020

DUE: **On or before 2:00 pm EST (local time) Thursday, October 15, 2020**

Quotes must be submitted electronically through the City's website, www.georgetownsc.gov.
The City will not accept quotes by hard copy, fax, or email.

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

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COVID-19 Coronavirus Important Notice to Firms

Pursuant to Governor Henry McMaster’s declaration of a State of Emergency on Friday, March 13, 2020, City of Georgetown offices are closed to the public.

Until further notice, all quotes **MUST BE** submitted electronically through the City of Georgetown’s website, www.georgetownsc.gov, under “Bids”. As always, quotes received after the due date and time will not be considered for any reason.

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

Hard copy

Fax

Email

Your quote must be submitted electronically.

Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 10,000 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 City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as Liberty Steel, International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.georgetownsc.gov.

Purpose/Project Description

The City is requesting price quotes from firms experienced in providing Website Design Services, Implementation, and Maintenance. Quote must be valid for at least ninety (90) days from the date due. The City will review the quotes received and select the firm which, in the opinion of the City, is the most qualified to provide the service.

The chosen design firm will be required to design, build, support and host georgetownsc.gov. This project will include and not be limited to: graphic design, iconography development, creative development, project management, coding and user experience/interface development. It is essential that the website design and functionality incorporates modern technology, paperless processing of communications and requests, and simple, streamlined citizen engagement and participation with our organization’s services. The chosen design firm must have an extensive history in website development and design, with experience with governmental entities being required. The site must be hosted on secure hardware and software. The City go live date is expected to be within 6 months of choosing a design firm with a detailed timeline required at the submittal of the quote.

Other site requirements include:

1. Clean, modern, attractive design
2. User/mobile friendly navigation
3. Simple management interface
4. Straightforward document management
5. ADA compliance
6. Text language translation
7. Social media integration
8. Citizen communication submittal and management
9. Calendar for City meetings and local events

Scope of Services

A brief proposal should address the following elements:

1. Name & Description of firm, Address, FID#, Contact Information
2. Project approach
3. Relevant project experience and references
4. Proposed fee

Section 1. Description of the Firm

Provide a description of the firm proposing to serve the City. The qualifying firm must have demonstrated experience in web design, content management, implementation, and maintenance services.

Provide the names, locations, and assignments of all firms participating as members of the project team. If more than one firm is included, explain the proposed relationship between the firms and any previous projects jointly conducted. Provide the addresses of company headquarters and the lead office that will conduct this project.

Section 2. Project Approach

Describe the steps your firm would recommend as an approach to addressing the City's design of its website, content management, implementation, and maintenance services.

Section 3. Relevant Project Experience

The proposal should provide specific information regarding similar projects conducted by the firm. Experience in public presentations is required as the City may request the proposing firm to submit a formal presentation to its staff and/or Council.

Provide reference names, titles, addresses, and telephone numbers for at least three governmental entities for which similar professional services have been provided within the past five years.

Section 4. Proposed Fee

The quote should indicate the fee for which the firm would be able to complete the task, as well as monthly maintenance and hosting costs. Fee should include all labor, materials, supervision,

and any and all equipment used in the performance of work, tax and applicable insurance, permits, or fees. Quote must remain in effect for ninety (90) days from due date of RFQ.

Evaluation Criteria

In determining the best qualified, responsive and responsible quote, in addition to price, the City, shall consider:

ITEM	DESCRIPTION	WEIGHT	POSSIBLE POINTS	TOTAL POSSIBLE WEIGHTED SCORE
A	The ability, capacity, and skill of the firm to perform the contract to provide the service required;	5	5	25
B	Whether the firm can perform or provide the service promptly, or within the time specified, without delay or interference;	5	5	25
C	The character, integrity, reputation, judgment, experience, and efficiency of the firm;	5	5	25
D	The quality of performance of previous contracts or services similar to services being sought in this RFQ;	5	5	25
E	The previous and existing compliance by the firm with laws and ordinances relating to the contract or services;	5	5	25
F	The sufficiency of the financial resources and ability of the firm to perform the contract or provide the service;	5	5	25
G	The quality, availability, and adaptability of the supplies or contractual services to the particular use required;	5	5	25
H	The ability of the firm to provide services for the nature of the requirements of an awarded contract as required in the RFQ; and	5	5	25
I	Whether the firm has met the criteria of the RFQ specifications, terms and conditions of the RFQ.	5	5	25
J	Recent experience of firm with comparable projects within the past five years	29	5	145
K	Proposed technical approach	9	5	45
L	Design schedule and ability to meet schedule and deadlines	9	5	45
M	Experience of management and key staff	8	5	40
TOTAL		100	65	500

Questions

No answers will be given over the phone.

Questions regarding this RFQ should be submitted in writing and emailed to, purchasing@georgetownsc.gov, no later than 4:00 pm EST (local time), Thursday, September 24, 2020.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the sole responsibility of the firm to contact the purchasing agent at 843.545.4043.

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

Answers to questions will be posted on the City’s website at www.georgetownsc.gov under “Bids” as an Addendum no later than 4:00 pm EST (local time), Thursday, October 1, 2020.

Schedule of Events

MILESTONE EVENT	DATE	TIME
1. Request for Quote (RFQ) issued	Thursday, September 17, 2020	
2. Deadline for questions - emailed to: purchasing@georgetownsc.gov	Thursday, September 24, 2020	4:00 pm
3. Deadline for addenda to be posted to the City's website, www.georgetownsc.gov , under “Bids”	Thursday, October 1, 2020	4:00 pm
4. Quote due date	Thursday, October 15, 2020	On or before 2:00 pm
5. Expected go live date is within 6 months of choosing a design firm		

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 to the City’s website and notify known participants. The City reserves the right to issue addenda to this RFQ up to three (3) days before the RFQ due date as needed to clarify the City’s desires, or to make corrections or changes to the RFQ document or submittal process.

The City reserves the right to request additional information at any time from any and all prospective contractors or individuals as deemed necessary by the City to evaluate the quotes. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original quote.

When the Purchasing Department is closed due to force majeure, quote openings will be postponed to the same time on the next official business day.

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

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

All information will be updated and posted on the City's website www.georgetownsc.gov, under "Bids". It is the firm's responsibility to obtain the information directly from the City's website regarding this project.

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

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

When the Procurement Division is closed due to force majeure, quote openings will be postponed to the same time on the next official business day. Vendor is responsible to obtain information regarding quote submittals directly from the City's website, www.georgetownsc.gov.

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 at: <http://www.georgetownsc.gov/find/find-ordinances/>.

To be considered responsive, interested parties **must** comply with the following:

1. Submit quote electronically through the City website, www.georgetownsc.gov, under "Quotes". Submittal package must include these items:
 1. Complete initialed copy of this RFQ document
 2. Complete quote/proposal to include items outlined on page 4 under Scope of Services
 3. Complete Local Vendor Preference Option Mandatory Vendor Submittal Form (see page 13)
2. Electronic quote must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. No quote will be

accepted after such time. It is the sole responsibility of the firm to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility for delivery of quotes that are mailed, or submitted electronically. Late quotes 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 quotes and to waive any informalities and technicalities in the quote process. No additional fees, costs, or any other reimbursable expenses will be allowed.

3. 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 firms submitting a quote.
4. Quotes must be sealed and clearly identify the name and number of the RFQ on the outside of the envelope/package, as well as the submitter's business name, address, and license number (if applicable). No other information shall be included or written on the outside of the quote envelope/package. The City shall not be responsible for unidentified quotes.
5. Any firm may withdraw their quote either personally or by written request, at any time prior to the scheduled opening of responses. No firm may withdraw quotes for a period of sixty (60) days after the opening date. All firms shall be subject to the approval of the City Council.
6. Quotes must be submitted by firm's own format and shall address all RFQ requirements. Partial or incomplete quotes may be rejected.
7. All costs incurred in preparing the quote, or costs incurred in any other manner by the firm in responding to this RFQ, will be wholly the responsibility of the firm. All materials and documents submitted by the firm in response to this RFQ become the property of the City and will not be returned.
8. Any proprietary information contained in the quote 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 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.

9. Quotes 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 quote. Quotes having any erasures or corrections must be initialed in ink by the vendor.

10. 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.
11. Statement of Qualifications, Experience, and Availability – Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFQ process to provide requested services to the City. Key staff members participating should be identified. Include photos of recent projects.
12. Proposed Process Approach – Must be no more than two (2) pages summarizing the method and approach to providing preconstruction and construction services to the City.
13. List of References – Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
14. Disqualification and Rejection of Quote – The City reserves the right to reject any quote from a firm who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFQ documents, contract of similar nature, or to reject the quote from a firm who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the firm that best meets the requirements as set forth herein.
15. Assignment of Contract – Assignment to the selected firm of any contract to be entered into in accordance with this RFQ will not be recognized by the City unless such assignment has prior written approval of the City.
16. Insurance Provisions - The selected firm 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 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

The City is to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the firm 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
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442 or
- Physical address - 1134 N. Fraser Street, Georgetown, SC, 29440

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

17. Indemnification - The selected firm 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.
18. Compliance With Law – The selected firm 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.

19. City Business License and Permits - The selected firm shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, jgiiliard@georgetownsc.gov or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total quote cost.
20. 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).
21. Bid and Performance Bonds – **Not Applicable**. Quote and Performance Bonds or other securities may be requested for supply contracts and service contracts as the Risk Manager, Purchasing Agent, and/or Department Head deems advisable to protect the City’s interest. Any such bonding requirement shall be set forth in the solicitation.
Bid Security: In an amount equal to or at least five percent (5%) of the amount of the quote shall be required for all competitive bidding for construction contracts exceeding one hundred thousand dollars (\$100,000). Quote security shall be a legitimate quote bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers’ check, or money order. The City, at its option, may require quote bonds on construction contracts under one hundred thousand dollars (\$100,000) when the circumstances warrant. Noncompliance with this provision mandates that the City reject the quote. Bids security will be returned to the unsuccessful firms upon contract award by the Purchasing Agent. When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful firm to the City and shall become binding on the parties upon execution of the contract. Quote or performance bonds shall not be used in substitution for determination of firm’s responsibility.
 - (a) A performance bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and
 - (b) A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

Approved by council 1.19.2017

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION –
ARTICLE IV PROCUREMENT

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

WHEREAS, Council has determined that the existing Purchasing Regulations of the City of Georgetown should be revised and updated; and

WHEREAS, Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the City through established procurement procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown, South Carolina that the existing Chapter 2, Article IV, of the City Code of Ordinances.

ARTICLE IV. PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

Section 2-185 Competitive Sealed Proposals (Bidding)

Local Vendor Preference Option

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the quote is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local firm whose quote is within five -percent (5%) of the lowest non-local Firm to match the quote submitted by the non -local Firm and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County firm not exercise its right to match the quote as granted herein, the next lowest qualified Georgetown City/County firm shall have that right and so on. The right to match the non-Georgetown City/County firm's quote shall be exercised within 24 hours of notification.

4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its quote a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this quote document. Failure to provide such affidavit at the time the firm submits its quote shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
- (b) Contracts for professional services except as provided for in Section 2-187 above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.



MANDATORY VENDOR SUBMITTAL FORM

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION - ARTICLE IV
PROCUREMENT – JANUARY 19, 2017

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

ARTICLE IV.
PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

I certify that [Company Name] _____
is a **Resident** 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** 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 firm 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 firm. 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 firm.
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. Firm Qualifications - Firm must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFQ. The City reserves the right to make the final determination as to the firm's ability to provide the services herein.
4. Firm Responsibility – Each firm shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of the firm to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFQ or to a contract.
5. Affirmative Action - The firm 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 quotes 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 firm:
 - 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 firm, 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 firm, the City reserves the right to purchase any and all items/services in default in open market, charging firm with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT QUOTES OF THE DEFAULTING FIRM WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Firm Responsibilities - The firm will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the firm to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFQ is to be subcontracted, the firm 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 firm will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the firm.
10. Ownership of Material – All materials and documents submitted by the firm in response to this specification become the property of the City and will not be returned to the firm.
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 firm.
12. Contract Amendments - Amendments to any agreement between the City and the firm 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 firm 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 firm, as determined necessary by the City. Pertaining to all audits, the firm 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 firm 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 Firm - Firm represents, warrants, and covenants that:
 - (a) In providing the services firm shall utilize the care and skill used by members of firm's profession practicing under similar circumstances at the same time and in the same locality.

- (b) All employees provided by the firm to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) Firm is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Firm 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 firm's performance thereunder.
19. City Business License and permits - The selected firm shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, jgiiliard@georgetownsc.gov, or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total quote cost.

Exhibits Available

- A) How to register as a vendor
- B) How to respond to an online quote