



REQUEST FOR BID
(RFB)

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

PROJECT: Restroom Renovations at Kaminski House Museum (KHM) Project #1215

DATE OF ISSUE: Friday, August 9, 2019

DUE: On or before **2:00 pm, Wednesday, September 4, 2019 EST (local time)**

Return to by mail or hand deliver only to:

Physical Address:
City of Georgetown
Attn: Purchasing - Bid Proposal
Restroom Renovations-KHM
2377 Anthuan Maybank Drive
Georgetown, SC 29440

Background

The City of Georgetown is located on the coast of South Carolina between Myrtle Beach and Charleston and has a population of approximately 10,000. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.cogsc.com.

Purpose

The City of Georgetown is seeking bids from qualified and licensed general contractors to perform restroom renovations at the Kaminski House Museum in the City of Georgetown.

The public restroom structure is approximately 300 square feet. The exterior walls consists of brick veneer with wood-framed windows and sheet metal roof. The interior consists of one male and one female restroom with a partition, drywall and ceilings. The floor is covered vinyl sheet flooring.

All bids must be submitted on the required Bid Forms. The entire form must be completed in ink or typewritten and executed by a legal duly authorized officer of the contractor submitting the RFB. In addition, all contractors must return and initial each page of the RFB with the Bid Form. By initialing each page, contractors will be acknowledging that they have read and understood the requirements of this RFB and have visited the site, and their price is based on such requirements.

The City reserves the right to reject any or all bids 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. The bid's price shall be valid for a period of sixty (60) calendar days from the date of bid opening.

The City of Georgetown reserves the right to issue addenda to this RFB up to two (2) days before the RFB due date as needed to clarify the City of Georgetown's desires, or to make corrections or changes to the RFB document or submittal process. The bidders will acknowledge receipt of all issued addenda in their submittals, if applicable.

Attachments:

1. Bid Form
2. Asbestos and Lead Inspection Report
3. Contract Sample

Project General Description

Project consists of exterior and interior renovations of the two restrooms located in front of the Kaminski House Museum. Work includes replacement of tin roof, window restoration, new plumbing fixtures and accessories, removal and installation of floor covering material and a new HVAC ductless unit. In addition, the contractor will be responsible for the asbestos and lead-based paint abatement controls during the restoration of exterior windows and wood fascia boards.

Submission of bid implies that the contractor has visited the site and is familiar with the existing conditions of the site.

Scope of Services/Special Work Requirements

Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project. The Scope of Work includes the following:

1. Remove existing roof and replace with new metal seam roof
2. Preserve and restore exterior fascia boards
3. Preserve and restore windows
4. Remove and replace all plumbing fixtures and accessories
5. Remove and dispose all toilet fixtures and accessories, vinyl sheet flooring, radiant floor heater, window AC unit
6. Install new luxury vinyl tile on floor
7. Paint exterior windows, fascia boards, and interior gypsum walls and ceilings*
8. Install mini-split ductless heat pump wall mounted unit

Alternate

1. Install three (3) new window shutters facing parking lot.
2. Install three (3) new storm rated wood windows to match existing.

*Note: The windows have some asbestos in the glazing and the windows and fascia board paint has been determined to be lead-based paint. See Asbestos and Lead Report as part of Attachment no. 2.

Contractor shall preserve rather than replace the exterior windows and fascia boards. Restore and repair all five (5) windows using approved industry standard preservation methods. The contractor shall restore all fascia boards and paint using an exterior latex type paint.

Submit material product data and color samples for City's and Kaminski House Museum (KHM) Director's approval prior to installation. All materials and colors must be approved prior to installation.

Contractor is responsible to secure a building permit from the City of Georgetown's Building and Planning Department.

Contractor shall take caution to protect and prevent damages to the existing facilities. Any damages during construction shall be repaired at no extra cost to the City.

The KHM is an active site and open to the public for daily visits including wedding ceremonies on weekends. The Contractor shall take all precautions to protect visitors and secure the construction work area. Contractor shall keep disruptions to the restroom facilities to a minimum. All material items shall be delivered on site after approval and work shall be scheduled accordingly.

No parking is available at the Kaminski House parking lot. Contractor shall park on Front Street and secure a parking permit from the City to park construction vehicles and storage trailers.

City will be responsible to provide temporary restroom facilities for visitors on site.

The contractor shall work Monday-Friday during these day time work hours: 7 AM to 5 PM.

Bid, payment and performance bonds are not required for projects less than \$100,000.

Contractor shall complete the work within thirty calendar days after Notice to Proceed.

Liquidated Damages (LD's) due to delays caused solely by the Contractor will be applied at a rate of \$100 per day. No extensions of time will be granted for normal weather conditions, with the exception of unforeseeable circumstances beyond the control of the Contractor including hurricanes, tornados and any other acts of God.

There is a requirement of ten percent (10%) retainage for all invoices. Final payment will be made after final inspection and acceptance by the City and the Kaminski House Museum.

Contractor shall warranty the work for a period of one (1) year after substantial completion of project.

Material Specifications

Roof

1. Low-Profile Architectural Standing Seam Metal Roof.
2. Manufacturer: *Sentrigard SL 100* or approved equal.
3. Submit product description and specifications for owner's and KHM's Director's approval.
4. Color: to match existing. Submit samples and color charts for Owner's and KHM Director's approval.

Flooring

1. Luxury Vinyl Tile (LVT)
2. Manufacturer: Karndean Art Select, 30 mil wear layer, commercial rated or approved equal.
3. Submit product description for Owner's and KHM Director's approval.
4. Color: Submit color samples and color charts for Owner's and KHM Director's approval.

Paint

1. Sherwin Williams
2. Ceiling and wall colors selected by Owner and KHM Director.

Window Shutters

1. Supplier: The Shutter Shop. Telephone: 843-527-1333
2. Type: Colonial style, louvered shutters.
3. Material: Sapele Wood
4. Color: Charleston Green

Windows

1. Manufacturer: Pella, Architect Series, or approved equal
2. Type: Traditional, single-hung, grille
3. Material: Wood
4. Color: White interior and exterior

Door Hardware (Programmable Door Lock)

TRILOGY DL1300

NARROW STILE ACCESS CONTROL LOCK

- Pushbutton digital security-keypad
- HID card reader; reads any HID 125kHz prox cards
- **Battery Operation;** Includes 2 Lithium 3V batteries
 - Low battery audible and visual alerts
- Commercial grade durability in a keyless entry system requiring no wiring

- Retrofits traditional keyed-in aluminum store doors with Adams Rite 4510, [4900 Series](#), 1850, 1950, 4710, and 4730 locks
- Outside trim only; inside [exit paddle](#) and [deadlatch](#) available at checkout
- Program at lock, or using Windows PC based software
 - Must purchase the [PC interface cables](#) at checkout in order transfer your user data to the lock and download and review your audit trail. (software CD included with purchase of cables, or can be downloaded from Alarm Lock website)
- Field proven Trilogy name; ensures long life & reliability
- Enrolled users gain access by card only, PIN only, or highest security – card + PIN
- Real-time clock lets you scheduled up to 500 timed events, including Holiday schedules. Program lock to auto lock at certain times, or auto-unlock. Program times when certain users or groups of users can gain access
- Card data added to the lock via the lock itself, card reader module (see AL-PRE below), or PC (personal computer)
- 2000 User Codes including: Master, Manager, Supervisor and Basic Users
- Program passage mode, emergency and service codes, group-lockout, and group-enable codes.
- WeatherPROOF performance
 - Proximity antenna housing molded of ultra high strength, impact resistant Lexan
- **Audit Trail with Time/Date Stamp** for a printable record of all electronic activity – use the [DTM hand held](#) or a laptop computer to download audit trail data from lock (PC and DTM interface cables required – available at checkout)
- Real Time Clock Allows logging of events to within 1 second of accuracy
- 40,000 Audit trail event log
- Key override; includes a 1 3/8" long mortise cylinder from the manufacturer and 2 keys. All mortise cylinders are interchangeable so if you have a name brand one you want to use you can, or we sell name brand ones. Please call us at (877) 735-0135 for custom cylinder orders
- 2-year manufacturer warranty

Toilet Room Accessories

1. Grab bars for each bathroom 1-1/4-in. diameter, stainless steel, knurled surface. Manufactured by Bobrick or approved equal.
2. Paper towel dispenser (B-26212), soap dispenser (B-2112), toilet seat cover dispenser (B- 221) shall be stainless steel manufactured by Bobrick.
3. Channel-frame mirrors manufactured by Bobrick or approved equal. Mirrors shall be warrantied for five (5) years against silver spoilage.
4. Baby changing station manufactured by Koala Kare Products, #KB200-01, arth color, wall mounted or approved equal.
5. Stainless steel hand dryers manufactured by Xlerator.
6. Submit manufacturer data for all products and accessories to verify compliance with these specifications.

Plumbing

1. Water closets and sinks manufactured by Kohler, American Standard, or Zurn. ADA compliant. Color: White Vitreous China.
2. Water closet seats manufactured by Bemis, Olsonite, or Church.
3. Water closet battery operated flush valves manufactured by Zurn or Sloan.
4. Faucets manufactured by Delta, Moen, American Standard. Battery powered vandal resistant electronic proximity lavatory faucet. ADA compliant.
5. Submit manufacturer data for all products and accessories to verify compliance with these specifications.

Note: Contractor is responsible to retrofit existing rough plumbing as necessary to match new sinks and water closets.

HVAC

1. LG 9,000 BTU 17 SEER ductless mini-split heat pump or approved equal.
2. Submit product data sheet prior to installation.

Process

The City will conduct the selection of a qualified building bidder for the restroom renovation project in the City of Georgetown, South Carolina. The award for this project will be handled in the following manner:

1. The RFB and Bid Form documents will be available on our website, www.cogsc.com and clicking on “Bids”.
2. The bids will be received and evaluated as described in this RFB.
3. Lowest qualified, responsible and responsive bid will be presented to the Georgetown City Council for approval.
4. After Council approval, the City of Georgetown will issue Notice of Award.

Bid Submittal Evaluation

Contracts shall be awarded to the lowest responsive and responsible bid. In determining lowest responsive and responsible bid, in addition to price, the Purchasing Agent, Department Head, and/or the City Administrator or designee shall consider:

- (a) The ability, capacity, and skill of the bidder to perform the contract to provide the items required;
- (b) Whether the bidder can provide the items 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 provided by the bidder;
- (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; and
- (g) Whether the bidder has met the criteria of the RFB requirements, terms and conditions.

Questions

For questions regarding the City's Request for Bids process or services sought, please submit your questions in writing and email them to oarteaga@cogsc.com by the deadline of 4:00 pm Monday, August 26, 2019. All submittals shall include the following in the subject line:

Questions – Restroom Renovations- KHM Project #1215

Answers to questions will be posted on the City's website at www.cogsc.com under "Current Bids" as an Addendum no later than 5:00 pm EST (local time), Wednesday, August 28, 2019.

For technical information regarding this project please contact Orlando Arteaga, City Engineer, at oarteaga@cogsc.com or 843.545.4500.

Project Schedule

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFB to the contract award:

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Bid (RFB) issued	Friday, August 9, 2019	
2. Pre-Bid meeting	N/A	
3. Deadline for questions – emailed to: oarteaga@cogsc.com	Monday, August 26, 2019	4:00 pm
4. Deadline for addenda to be posted to the City's website, www.cogsc.com , under "Bids"	Wednesday, August 28, 2019	5:00 pm
5. Bid due date	Wednesday, September 4, 2019	On or before 2:00 pm
6. Approve of contract by City Council (tentative)	Thursday, September 19, 2019	
7. Notice to Proceed (NTP) issued (tentative)	Tuesday, October 15, 2019	
8. Completion date - (tentative)	Thirty (30) days after NTP issued	

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants. The City of Georgetown reserves the right to issue addenda to this RFB up to two (2) days before the RFB due date as needed to clarify the City of Georgetown's desires, or to make corrections or changes to the RFB document or submittal process. When the Purchasing Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

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

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

The City reserves the right to reject any or all bids 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.cogsc.com under "Bids". It is the bidder's responsibility to obtain the information directly from the City's website regarding this project. The City also reserves the right to cancel or reissue the RFB and/or revise the project schedule at any time.

Submittal Instructions

To be considered responsive, interested parties must submit the following in a sealed envelope on or before the deadline, **2:00 pm, Wednesday, September 4, 2019 EST (local time)**.

1. One (1) initialed copy of this RFB
2. One (1) Bid Form
3. One (1) Mandatory Vendor Submittal Form

Package must be clearly marked on the outside, "Restroom Renovations-KHM Project #1215". Bids will be publicly opened and read aloud at the Water Utilities and Engineering Dept. Building, 2377 Anthuan Maybank Drive, Georgetown, SC 29440.

1. Bids must be received no later than the aforementioned deadline. No bid will be accepted after such time. Faxed or emailed bids will not be accepted for any reason. No additional fees, costs, or any other reimbursable expenses will be allowed.
2. 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 judgement 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 bid.

3. All bids should be clearly marked on the outside, "Restroom Renovations-KHM Project #1215". Submissions must be sealed and clearly identify the name and number of the RFB 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 bid envelope/package. The City shall not be responsible for unidentified bids.
4. It is the sole responsibility of the firm to have their bids delivered to the City before the closing hour and dated. The City assumes no responsibility for delivery of bids that are mailed. Late, faxed, or emailed bids will not be accepted nor considered for any reason and will remain unopened. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
5. Any firm may withdraw their qualifications either personally or by written request, at any time prior to the scheduled opening of responses. No firm may withdraw qualifications for a period of sixty (60) days after the opening date. All firms shall be subject to approval of the City Council.
6. Bids must be submitted by firm's own format and shall address all RFB requirements. Partial or incomplete bids may be rejected.
7. All costs incurred in preparing the bid, or costs incurred in any other manner by the firm in responding to this RFB, will be wholly the responsibility of the firm. All materials and documents submitted by the firm in response to this RFB become the property of the City and will not be returned.
8. Any proprietary information contained in the bid 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. Bids 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 bid. Bids having any erasures or corrections must be initialed in ink by the vendor.
10. Letter of Interest – Must be no more than two (2) pages (one page is one side of an 8.5" x 11" paper) in length and include contact information and signature.
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 RFB process to provide requested services to the City. Key staff members participating should be identified.

12. Proposed Process Approach – Must be no more than three (3) pages summarizing the method and approach to providing services to the City.
13. List of Professional 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 Bid – The City reserves the right to reject any bid from a firm who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFB documents, contract of similar nature, or to reject the bid 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 RFB will not be recognized by the City unless such assignment has prior written approval of the City.
16. Insurance Provisions – (Applicable for work performed on site) - The selected firm will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000 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
 - Professional Liability

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 firm to advise the City’s Risk Management Department at Fax No. 843.527.6173; email, cmcdaniel@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and 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 of Georgetown 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 - (Applicable for work performed on site) - The selected firm shall be required to obtain all applicable City of Georgetown permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.
20. Payment terms - a monthly itemized billing statement must be submitted in a form specified by the City of Georgetown for services performed. The City will remit full payment on all

undisputed invoices within thirty days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s).

21. Bid and Performance Bonds – (Applicable for work performed on site) Bid 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 bid shall be required for all competitive bidding for construction contracts exceeding \$100,000. Bid security shall be a legitimate bid 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 bid bonds on construction contracts under \$100,000 when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.

When a construction contract is awarded in excess of \$100,000 the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder’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 bidder or its subbidders for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

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 bid is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local bidder whose bid is within five percent (5%) of the lowest non- local Bidder to match the bid submitted by the non -local Bidder 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 bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within twenty-four 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 bid 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 bid document. Failure to provide such affidavit at the time the bidder submits its bid 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 bid 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 Bidder** 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 Bidder** 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 bidder 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 bidder. 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 bidder.
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. Proposer Qualifications - Proposer 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 RFB. The City of Georgetown reserves the right to make the final determination as to the proposer's ability to provide the services herein.
4. Proposer Responsibility – Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFB. It is expected that this will sometimes require on-site observation. The failure or omission of the proposer to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFB or to a contract.
5. Affirmative Action - The proposer 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. WMBE Statement - It is the policy of the City of Georgetown 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 further the policy of the City of Georgetown 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 of Georgetown 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 bids 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 proposer:
 - 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 proposer, 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 proposer, the City reserves the right to purchase any and all items/services in default in open market, charging proposer with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING PROPOSER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposer Responsibilities - The proposer will be required to assume sole responsibility for the complete effort as required by this RFB. The City will consider the proposer to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFB is to be subcontracted, the proposer shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subbidders must be approved by the City. The successful proposer will also furnish the corporate or company name and the names of the officers of any subbidders engaged by the proposer.
10. Ownership of Material – All materials and documents submitted by the proposer in response to this specification become the property of the City of Georgetown and will not be returned to the proposer.
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 proposer.
12. Contract Amendments - Amendments to any agreement between the City and the proposer must be reviewed and approved in writing by the City of Georgetown 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 of Georgetown Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposer 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 proposer, as determined necessary by the City. Pertaining to all audits, the proposer 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 proposer shall be made available for auditing purposes at no cost to the City.
16. Independent Bidder Status - The parties hereby agree that the bidder is an independent bidder 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 performance of its obligations of an agreement.
17. Representations of Proposer - Proposer represents, warrants, and covenants that:
 - (a) In providing the services proposer shall utilize the care and skill used by members of proposer's profession practicing under similar circumstances at the same time and in the same locality.

- (b) All employees provided by the proposer (employees) 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) Proposer is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Proposer 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 proposer's performance thereunder.
19. City Business License and permits - The selected proposer shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, jgiillard@cogsc.com 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 bid cost.

The Purchasing Agent shall make the award of bid after obtaining the approval from City Council. The award letter shall be issued by the Purchasing Agent or designee to the lowest responsible and responsive bidder meeting the requirements set forth in the Request for Bid.

- (a) The division/department head is responsible for obtaining the required insurance certificates and Business License verification for submittal to the Purchasing Agent and Risk Manager for approval.
- (b) A bid may be canceled and/or all bids rejected upon written recommendation of the division/department manager, and approval of the Purchasing Agent.