



## **REQUEST FOR BID (RFB) – Re-Bid**

**REQUESTOR:** City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Nereo Parreno, Purchasing Agent  
Email: nparreno@georgetownsc.gov  
Phone: 843.545.4046

**PROJECT:** Wi-Fi in Public Parks Project #2002  
Funded by a South Carolina Community Development Block Grant  
(CDBG) Program  
State CDBG CARES Act Coronavirus Funding - CDBG-CV1-022

**DATE OF ISSUE:** Wednesday, September 20, 2023

**DUE DATE:** **On or before 2:00 PM EST (local time) Wednesday, October 4, 2023**

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

For instructions on how to submit your bid electronically, please refer to the City's website, [click here](#) for a direct link.

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**Important hyperlinks and email addresses:**

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov).

**Communication**

It is the policy of the City of Georgetown to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the Solicitation Document.

Any communication outside the one between the designated City contact in the Solicitation Document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent's proposal if the City discovers that potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with potential respondent and/or respondents.

For the purposes of this solicitation, the terms "vendor and bidder" refer to entities submitting responses.

**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 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](http://www.georgetownsc.gov).

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240. The CDBG application, including the cost estimate, is available for review by emailing [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov).

Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The owner reserves the right to waive any irregularities, or to reject any or all bids.

No bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

Due to the terms and conditions of funding, local vendor preference is prohibited.

The City welcomes responses to this solicitation from ALL interested parties.

**Purpose**

The City of Georgetown is soliciting bids from qualified bidders to install and configure hardware and software to provide wireless high speed internet access at ten of the City's public parks listed below. The selected bidder will also be required to supply managed firewall services and gigabit internet service for a 36 month term at each location.

The bidder chosen will be required to supply and install poles to mount and secure equipment to. Managed firewall solutions will be required at each location to enforce industry standard best practices security as well as content filtering such as pornography, violence, etc.

The bid shall include all the accessories identified in this solicitation.

## **Site Visit**

Site Visits will not be supervised.

Failure to visit the site shall in no way relieve any bidder from any obligation in respect to their Bid.

## **Scope of Services**

The selected bidder shall provide and install all necessary equipment to complete the project as required, including, but not limited to:

1. installation of firewall and access points
2. enclosed equipment mounted on poles or frame
3. buried service work as needed

The City of Georgetown will pay the balance of both the installation and 36 month term costs at the completion and implementation of the project to include the execution of the entirety of the project including construction.

All equipment should be considered part of a managed solution. If there is no funding at the conclusion of the 36 month term the services would be discontinued and the hardware reclaimed by the vendor.

Any and all equipment, hardware, software, accessories, etc. will be provided by the awarded bidder. The City of Georgetown will only be responsible for powering the solution.

Internet speed is required to be asymmetrical gigabit download. There is no dark fiber linking these locations.

The City will provide power to equipment at all locations. In some locations a pole may not be required if the awarded vendor is able to attach their solutions to a preexisting structure if owned by the City. Vendor would be responsible to obtain permission prior to installing equipment.

The parking and/or seating areas would be the most desired areas to have coverage.

Morgan Park has no access to electricity at this time. Coverage for this park will be provided from East Bay Park for the Morgan Park parking lot only.

There will be no additional buildings beyond what may be pre-existing. Any and all equipment should be placed in a secured box mounted to a pole, unless it benefits both parties to mount the box to a City owned structure.

As long as the originating connection is rated at gigabit it is not required that they all have a dedicated internet connection per site if coverage can be shared from one of the other locations, such as East Bay and Morgan Parks.

The renovations to the Bobby Alford Center may impact the light pole located near the northwestern corner of the building. It is not advised to include this pole in any plans to attach

equipment or receive power. There are two poles located on the southeast side of the building that will not be impacted by the renovations that can be considered.

You do not need to account for the existing cameras and equipment in Morgan Park in the power budget.

**Specifications**

The following items are needed for each of our 10 Public Parks:

- 1. Qty. 1 x Managed Firewall Appliance
- 2. Qty. 2 x Wireless Access Points
- 3. Poles, related hardware and accessories

- |                        |                      |
|------------------------|----------------------|
| 1. Ben Cooper Park     | 2110 Prince Street   |
| 2. Constitution Park   | 855 Front Street     |
| 3. Francis Marion Park | 735 Front Street     |
| 4. Rainey Park         | 935 Front Street     |
| 5. Willowbank Park     | 645 Willowbank Road  |
| 6. Baruch Park         | 535 Black River Road |
| 7. Bayview Park        | 405 Park Street      |
| 8. Palmetto Park       | 720 Front Street     |
| 9. Morgan Park         | 401 E Bay Street     |
| 10. East Bay Park      | 200 E Bay Street     |

**Process**

Submission of bid indicates acceptance by the bidder of the conditions contained in this solicitation.

The City will conduct the selection in the following manner:

1. The solicitation documents will be available on our [website](#).
2. Bids will be received and evaluated as described in this solicitation.
3. The lowest responsive and responsible bid will be presented to the Georgetown City Council or City Administrator, and CDBG-CV1 Administration for approval, as required.

**Award**

The City shall have the sole discretion in determining the lowest responsive and responsible bid. 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 solicitation;
- 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 solicitation; and
- I. Whether the bidder has met the criteria of the solicitation specifications, terms and conditions of the solicitation.

**Protest Procedure**

In accordance with the City's Procurement Ordinance, any protest or objection to this solicitation 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.

**Questions**

No answers will be given over the phone.

Questions regarding this solicitation should be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 2:00 PM EST (local time), Friday, September 29,

2023. For questions regarding the City’s Request for Bids process, please contact [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than the aforementioned deadline.

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

No questions will be accepted after the aforementioned deadline. All emails shall include the following in the subject line: **Wi-Fi in Public Parks**

Answers to questions or Addenda will be posted on the City’s website as an Addendum no later than 2:00 PM EST (local time), Monday, October 2, 2023.

**Schedule of Events**

<b>MILESTONE EVENTS</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1. Request for Bids (RFB) Release Date	Wednesday, September 20, 2023	
2. Pre-Bid Meeting – Not applicable		
3. Deadline for written questions - emailed to: <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Friday, September 29, 2023	2:00 PM
4. Deadline for addenda to be posted to the City's website, <a href="http://www.georgetownsc.gov">www.georgetownsc.gov</a>	Monday, October 2, 2023	2:00 PM
5. Bids due	Wednesday, October 4 2023	2:00 PM
6. Bid Approval (Tentative)	OCT 2023	
7. Equipment Delivery Date	TBD	

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

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](#).

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 solicitation up to two (2) days before the solicitation due date as needed to clarify the City's desires or to make corrections or changes to the solicitation document or submittal process.

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

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

The City also reserves the right to accept or reject any or all Bids 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 Bid was not selected.

All information will be updated and posted on the [City's website](#).

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 bid price shall be valid for a period of ninety (90) calendar days from the date of Bid opening.

By initialing the bottom of each page of this RFB document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their bid is made in compliance with this solicitation. The bidder's representatives are expected to examine this solicitation 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](#).

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

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 one hundred thousand dollars (\$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, certified check, cashiers' check, or money order."

A digital copy of the Bid Security **must** be submitted along with the electronic bid. The hard copy bid bond or check **must** be received by the purchasing agent within three (3) working days of the RFB deadline.

Mail or hand deliver only to:

City of Georgetown  
Attn. Purchasing Agent  
1134 N. Fraser Street  
Georgetown, SC 29440

**Failure to comply may cause your bid to be considered non-responsive.**

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

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

Hard copy

Fax

Email

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

1. Submit Bid electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. It is the responsibility of the bidder to verify that their bid was uploaded successfully. The city is not responsible for failure of the electronic submittal. The PDF file upload limit is 4. If more than one PDF file is uploaded, each PDF file should be clearly labeled with the name of the submitter and number below::

1. Complete Bid Form – Exhibit A
  2. Complete Bid Table – Exhibit B
  3. Bid Security (5%)
  4. Complete Initialed copy of this solicitation document - (Place the responsible person's initials on each page)
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 Bid, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all bidders correct the minor informality or irregularity within the same specified time.
  3. Bid must be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Bids will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the bidder to have their Bids delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting Bids electronically. It is the sole responsibility of the bidder to consider that their Bid was submitted on time, and that their PDF file/files are not corrupt.** Late Bids 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 Bids and to waive any informalities and technicalities in the Bid 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 bidders submitting a Bid.
  5. Any bidder may withdraw their Bid only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete Bids may be rejected.
  6. All costs incurred in preparing the Bid, or costs incurred in any other manner by the bidder in responding to this solicitation, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this solicitation become the property of the City and will not be returned.

7. 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 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. 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.
9. Disqualification and Rejection of Bid – The City reserves the right to reject any Bid from a bidder who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the solicitation documents, contract of similar nature, or to reject the Bid from a bidder who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected bidder of any contract to be entered into in accordance with this solicitation will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions - The selected bidder will be required to provide and maintain proof of insurance throughout the contract term and as required at point of contract negotiation by the City's Risk Manager as follows:

Commercial General Liability:

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Automobile Liability:

Combined Single Limit \$1,000,000

Workers' Compensation:

Statutory Limits

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 bidder to advise the City’s Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – [dgrant@georgetownsc.gov](mailto:dgrant@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:

12. Indemnification - The selected bidder 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 bidder 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 bidder shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Victoria Knox, Revenues Manager, [vknox@georgetownsc.gov](mailto:vknox@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 Bid cost.
15. Payment terms – The City will pay after the equipment is delivered to the City’s yard and warranty letter and start-up test reports have been provided. 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).
16. Bid Security – Each Bid must be accompanied by cash, a certified check of the bidder, or a Bid bond prepared on the form of Bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the Bid.
17. Payment and Performance Bonds – bonds are required for projects valued at \$100,000 or more. If the Bid is accepted, the required Agreement will be executed and a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond will be furnished.

## 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. Bidder Qualifications - Bidder 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 solicitation. The City reserves the right to make the final determination as to the bidder's ability to provide the services herein.
4. Bidder Responsibility – Each bidder shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of the bidder to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this solicitation or to a contract.
5. Affirmative Action - The bidder 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 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 bidder:
  - 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 bidder, 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 bidder, the City reserves the right to purchase any and all items/services in default in open market, charging bidder with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING BIDDER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

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

- (b) All employees provided by the bidder 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) Bidder is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Bidder 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 bidder's performance thereunder.
19. City Business License and permits –
20. The selected bidder shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Victoria Knox, Revenues Manager, [vknox@georgetownsc.gov](mailto:vknox@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 Bid cost.

**Exhibits Available**

- A) Bid Form
- B) Bid Table
- C) CDBG Contract Special Provisions
- D) Debarment Certification Form
- E) Section 3 Information
- F) Contract Sample
- G) Wage Decision - Building

“EQUAL EMPLOYMENT OPPORTUNITY”