



## REQUEST FOR BID (RFB)

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

PROJECT NAME: Front St. Underground (UG) Infrastructure Upgrade T3  
Materials RFB

PROJECT NO: 1927

DATE OF ISSUE: Tuesday, August 15, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Tuesday, September 5, 2023**

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

For instructions on how to submit your quote 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 the 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 the potential respondent and/or respondents.

**Background**

The City of Georgetown (City) is an incorporated municipality with nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the area's endpoint 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).

**Purpose**

The City of Georgetown, South Carolina is seeking bids for materials to be used for our Front St Underground Upgrade – T3 project. The City may choose to purchase the materials directly from a single distributor or from multiple distributors if it is in the City’s best interest.

The City reserves the right to award the contract in aggregate, by individual items, or any combination, whichever is in the best interest of the city.

The City shall have the sole discretion in determining the lowest responsive and responsible bid.

The City may choose to award materials to multiple suppliers.

**Scope**

The successful candidate must be able to provide materials for the Front St Underground Upgrades – T3 project. The project material includes but is not limited to the following items as indicated in the specifications:

- Electrical Cabinets
- 15 kV Loadbreak Junctions
- 15 kV Loadbreak Elbows
- 15 kV Surge Arresters
- 15 kV Cable Splices
- Flood-Seal Multi-port Bus Connectors & Dual Adapter Kits
- Manhole & Pull Box Wall Supports
- Cable Support Brackets
- Cable Clamps
- 600 V Terminal Lugs
- NEMA Stud Connectors
- 15 kV URD Cable, AL, EPR
- 600 V Cable, AL
- Bare Copper Cable
- 5/8” Copper Ground Rods
- Grounding Lugs
- Exothermic Welds
- Miscellaneous Bolts, Nuts, Washers, etc.

**Specifications**

These specifications are for furnishing DDP job site, Georgetown, South Carolina, materials for the Front St Underground Upgrades – T3 project. The materials shall be furnished complete and ready for installation.

**Materials**

See attached Exhibit A – Bid Table. The bidder does not have to quote all items. The bidder can quote individual items, or any combination. The bidder can offer items equal to the specifications, however, the city has the absolute discretion in approval of any such items offered. Please specify any minimum order quantities for individual items.

**Delivery**

The equipment shall be delivered DDP job site, Georgetown, South Carolina, by truck shipment and unloaded by others. Exact delivery locations will be provided to the successful bidder after award of the contract. The Owner shall receive a shipping notice for the equipment at least 48 hours before delivery is made.

The successful bidder shall submit to the Owner duplicate copies of shipping notices describing each shipment of material or equipment. In addition, the successful bidder shall telephone the City designated representative at least 72 hours prior to arrival of the equipment at the delivery sites, to notify the Owner of the method of shipment and date of arrival. This telephone notification shall be made only between 8:00 am and 5:00 pm, Monday through Friday.

The successful bidder shall pay all demurrage costs resulting from delaying in unloading, if those delays are caused by failure of the Contractor to notify the Owner of shipment or to schedule shipment as specified above.

**Schedule**

Time is a basic consideration in this proposal. Material delivery shall be by early January 2024. If specified items are not available by the requested delivery timeframe, please provide alternative equivalent manufacturer and part number with acceptable lead time.

**Identification**

All correspondence, shipping notices, shop drawings, specifications, engineering data, and other documents pertaining to the equipment and materials furnished under these specifications shall be identified by the Owner's name, the Project #1927, and the name of the item of equipment or material.

**Shipping Requirements**

All materials shall be suitably protected to prevent damage and loss during shipment. All small items shall be bagged, identified, and shipped in boxes and crates. The contents of all boxes and crates shall be identified with a packing slip.

**Codes and Standards**

Except where specifically stated otherwise, all equipment furnished under these specifications shall conform to the latest applicable standards of ASTM, NEMA, NESC, ANSI, IEEE, NEC, and EEI and shall be in accordance with the applicable requirements of the Federal "Occupational Safety and Health Standards."

### **Correction of Manufacturing Errors**

Equipment and materials shall be complete in all respects. All manufacturing errors or omissions required to be corrected in the field shall be done by the manufacturer or his duly authorized representative and at the Supplier's expense.

### **Materials and Workmanship**

Materials will be suitable for the work, new, unused, and the best of their respective kind; and manufactured, fabricated, assembled, and finished with workmanship of the highest quality and in accordance with the best recognized practice.

### **Shop Drawings**

The successful bidder shall submit shop drawings to the Engineer for review as specified herein. Drawings will be for the exact material or equipment to be supplied or installed and shall be clearly marked to show specific model and any options or modifications. Drawings shall be submitted within 15 days after receipt of Purchase Order. Shop drawings are required for the following items. Cut sheets are not required for these items at time of bid.

- Manhole & Pull Box Wall Supports
- Cable Support Brackets

Drawings and data submitted shall be fully completed and certified by the successful bidder to be in compliance with the requirements of these specifications.

The Engineer's review of drawings will cover only general conformity of the data to the requirements of this specification, external connections, interfaces with equipment and materials furnished under separate specifications, and dimensions. The Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material device, or item indicated or the accuracy of the information submitted; nor shall review by the Engineer be construed as relieving the successful bidder from any responsibility for errors or deviations from the requirements of these specifications. The Engineer will review submitted drawings in a timely fashion.

No material or equipment shall be ordered, shipped, or installed prior to submission and review of manufacturer's drawings. Any material or equipment installed prior to submission and review of drawing shall be removed, replaced, or reinstalled at the CITY's option.

Letters of transmittal shall accompany all submittals of engineering data.

### **Process**

Submission of bid indicates acceptance by the Bidder of the conditions contained in this RFB.

The City will conduct the selection in the following manner:

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

4. The City reserves the right to award the contract in the aggregate, by individual items, or any combination, whichever is in the best interest of the city.

### **Award**

The City shall have the sole discretion in determining the lowest responsive and responsible bid. The City may choose to award materials to multiple suppliers. In addition to the 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 RFB;
- 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 RFB; and
- I. Whether the bidder has met the criteria of the RFB specifications, terms and conditions of the RFB.

### **Protest Procedure**

In accordance with the City's Procurement Ordinance, any protest or objection to this RFB 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 RFB should be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 2:00 PM EST (local time), Thursday, August 24, 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 submittals shall include the following in the subject line: **Front St Underground UG Project # 1927.**

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), Tuesday, August 29, 2023.

**Schedule of Events**

No.	Activity	Date	Time
1	Issue RFB	Tuesday, August 15, 2023	
2	Non-Mandatory Pre-Bid Meeting	N/A	
3	Deadline for written questions - emailed to: <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Thursday, August 24, 2023	2:00 PM EST
4	Deadline for addenda to be posted to the City's website, <a href="http://www.georgetownsc.gov">www.georgetownsc.gov</a>	Tuesday, August 29, 2023	2:00 PM EST
5	Bid Due Date	Tuesday, September 5, 2023	2:00 PM EST
6	Contract Award (Tentative)	September 2023	
7	Delivery	Early January 2024	

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 such notice on the City’s website and notify known participants. The City 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’s desires or to make corrections or changes to the RFB 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 RFB and/or revise the schedule at any time.

The City reserves the right to award the contract in the aggregate, by individual location, or any combination, whichever is in the best interest of the city.



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.

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 60 calendar days from the date of bid opening.

Bid proposals must be signed by a legal duly authorized officer of the bidder submitting the Bid.

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 RFB 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 quotes 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 quote was submitted on time, and that their PDF file/files are not corrupt.

**Submittals may be rejected if deemed non-responsive.** To be considered responsive, 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 quote 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. 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 respondent the corresponding number below:

1. Complete Bid Table – Exhibit A
  2. Complete Bid Form – Exhibit B
  3. Complete Initialed copy of this RFB document - (Place the responsible person's initials on each page)
  4. Complete Mandatory Vendor Submittal Form – Local Vendor Preference Option (Exhibit C)
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 quote, 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. Quotes 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 quotes delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting quotes electronically. It is the sole responsibility of the bidder to consider that their quote was submitted on time, and that their PDF file/files are not corrupt.** 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.
  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 RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFB 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 RFB 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 RFB will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions - The selected proposer will be required to provide and maintain proof of insurance throughout the contract term 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 – [itucker@georgetownsc.gov](mailto:itucker@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 – **Not Applicable** 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 – payment will be made after equipment is delivered to the City’s yard and warranty letter and start-up test reports have been provided.
16. Bid Security – **Not Applicable** - 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.

17. Payment and Performance (P & P) Bonds - **Not Applicable** - 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 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 percent (100%) 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.

### **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 – The 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 RFB. 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 RFB. 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 RFB 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 RFB. The City will consider the bidder to be the sole point of contact with regard to all contractual matters.
9. Subcontracting – **Not Applicable** - If any part of the work covered by this RFB 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 RFB become the property of the City and will not be returned to the bidder.
11. Compliance with City, State, and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the bidder.
12. Contract Amendments – **Not Applicable** - Amendments to any agreement between the City and the bidder 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 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 – **Not Applicable** - Bidder represents, warrants, and covenants that:
  - (a) In providing the services bidder shall utilize the care and skill used by members of the 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 – **Not Applicable** - 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 Table
- B) Bid Form
- C) Mandatory Vendor Submittal Form
- D) Contract Sample