



## REQUEST FOR PROPOSAL (RFP)

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: Janitorial Services for Various City of Georgetown Facilities

PROJECT #: NA

DATE OF ISSUE: Tuesday, April 4, 2023

DUE: **On or before 2:00 PM EST (local time), Thursday, April 20, 2023**

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

For instructions on how to submit your 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 a population of nearly 10,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as Liberty Steel, International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.georgetownsc.gov](http://www.georgetownsc.gov).

**Purpose/ Project Description**

The City of Georgetown is seeking competitive sealed bids for janitorial services to be performed in various City of Georgetown Facilities in accordance with the Requirements, Scope of Services, Terms, and Conditions provided in the Request for Proposal herein. The City's purpose is to enter into a contract with a qualified firm for providing janitorial services for various facilities of the City of Georgetown located within its City Limits.

**Scope of Services**

Disinfection sanitization services and treatments to be included with normal cleaning schedule to treat all common area touch points with a hospital grade disinfectant approved for the use to

prevent the spread of the Coronavirus. These services will be performed during each visit.

All disinfecting products used must be on the EPA list of products approved for use against the virus that causes COVID 19.

All cleaning guidelines must meet CDC recommendations at a minimum and vendor must be willing to update as the CDC updates.

A link to those guidelines and recommendations can be found here:

<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

### **Public Restrooms:**

- Sweep tile/wooden floor areas
- Wooden/Tile floors must be mopped with disinfectant detergent
- Clean and sanitize all fixtures and commode areas
- Clean walls and dust heating and air condition units as needed
- Polish mirrors and dust all flat surfaces
- Stock toilet paper, soap dispensers and air fresheners.
- Collect and remove all trash placed inside or outside trash bins. Replace trash bins with liners.

### **City Facilities:**

- Collect and remove all trash from city office buildings, replace trash can liners.
- Dust all blinds, window treatments, pictures or wall-mounted items
- Dust all window sills, ledges, lamps/lampshades and other flat exposed surfaces and furniture. (i.e., desk and computer stations, bookcases, bookshelves, kitchen counter, tables and other) Dust all blinds and window treatments, dust pictures or wall-mounted items. Vacuum upholstered equipment. Wipe down all solid furniture surfaces, spot clean upholstery as needed, and remove all cobwebs. Clean kick boards, baseboards and chair molding in all areas including restrooms. Clean inside of all window areas
- Vacuum all carpeted areas. Spot clean as needed. Clean plastic chair mats
- Sweep and clean floors, area rugs and chair mats, entrance glass doors
- Strip all bathroom, kitchen & lobby and entrance area floors with wax and/or seal.
- Sweep and clean outside mats, porches and clean ashtray containers as needed.
- Sweep and mop all uncarpeted floors using proper cleaner/detergent - (Note: some floors are sealed)

- Alternate services may be bid separately as needed (outside pressure washing, window cleaning and shampooing carpets), providing additional services due to a Special Event.
- Clean tables and counters in kitchens. Sanitize sinks, door handles and all glass in doors
- Maintain cleanliness of kitchen equipment, (ex. refrigerators, microwave, toaster, coffee pots)

**Supplies, PPE and Equipment:**

- Janitorial firm must provide proper uniforms showing identification as cleaning staff.
- Janitorial firm must supply all safety signage (i.e., Wet Floor, Area Closed due to Cleaning).
- All cleaning supplies and equipment are to be furnished by the janitorial firm.
- Paper products such as toilet paper, paper towels, trash can liners, Kleenex and deodorizers for city offices and public restrooms are to be supplied by the City.

**On Call Services:**

On Call services to be provided if needed during special events or unexpected situations which may occur requiring janitorial services. One week notice will be provided for special events. Hourly rate to be provided in RFP Bid Form.

**Public Restrooms (4 locations)**

Cleaning Schedule for Public Restrooms:

Three times Per Day, every day, 7 days a week:

1. East Bay Park Boat Landing – 341 East Bay Street
2. Screven Street – Corner of Screven & Front Street
3. Kaminski House Museum – 1003 Front Street

1x Per Day, every day, 7 days a week from October to March

2x Per Day, every day, 7 ways a week from April to October

4. Ben Cooper Park – 2125 Prince Street

**City Hall (1 location) - 1134 N Fraser St, Georgetown, SC 29440**

Cleaning Schedule: Monday, Wednesday, and Friday - before 8:00 am  
 Kitchens: 1; Restrooms: 2

**Administration (1 location) – 417 Wood St, Georgetown, SC 29440**

Cleaning Schedule: Wednesday (Minimum of 1 day/week - after 5:30 pm)  
 Kitchens: 1; Restrooms: 1

**Electric Department (1 location) - 800 Church St, Georgetown, SC 29440**

Cleaning Schedule: Wednesday after 4 pm  
Kitchens: 1; Restrooms: 5

**Water Utilities Departments (4 locations)**

Cleaning Schedule: One Time Each Week on Fridays after 4 pm – ALL LOCATIONS

Water Utilities Field Services (2 buildings) - 2377 Anthuan Maybank Drive  
1 breakroom in equipment building, 1 restroom in office building, 1 restroom with a shower in equipment building

Water Utilities Administration Office - 2377 Anthuan Maybank Drive  
1 kitchen, 2 restrooms

Water Treatment Plant - 2355 Anthuan Maybank Drive  
1 kitchen, 2 restrooms downstairs, 1 restroom with a shower upstairs

Wastewater Treatment Plant - 126 Ridge Street  
1 shower room and 2 restrooms in lab building, 1 restroom in maintenance building)

**Public Works (1 location) - 125 N Kaminski St, Georgetown, SC 29440 (Administrative Office and Breakroom Areas)**

Cleaning Schedule:

Twice Per Week – After 4 p.m. Breakroom, After 5 p.m. Admin Offices  
Break Room Areas – (1) Restroom, Kitchen and Lounge Areas  
Administration Offices – (2) Restrooms, 5 Workstations, Kitchen / Pantry Areas

**Police Department (1 location) - 2222 Highmarket Street, Georgetown, SC 29440**

Cleaning Schedule: Monday & Thursday before 8:00 am

Offices: 13  
Gym: 1  
Locker Rooms with bathrooms and showers: 2  
Kitchen: 1  
Patrol Area: 1  
Training Room and 6 Restrooms

**Municipal Court (1 location) - 2222 Highmarket Street, Georgetown, SC 29440**

Cleaning Schedule: Monday & Thursday at 3:00 pm

Offices - 4 desks, front counter, bathroom, break room area  
 Jury Rooms: 2 (each has a bathroom) Judge’s office and bathroom  
 Courtroom (Judge’s bench and clerk’s desk, clerk’s desk in back of courtroom, 2 conference tables)  
 Public Restrooms in the area between the lobby and courtroom: 2 - (3 stalls in each bathroom)

**Site Visits**

Site visits are strongly encouraged. **Site visits will only be allowed during the hours of 9:00 am – 1.00 pm, Tuesday, April 11, 2023.**

Proposer will sign in at each location listed below. **Failure to attend site visits shall in no way relieve any proposer from any obligation in respect to their proposal.**

	Address and Description	APPROX SQ. FEET**	Contact name and Phone #	
1	341 East Bay Street (East Bay Park Public Restrooms)	563	N/A	
2	700 Screven Street (Public Restrooms)	660	N/A	
3	1003 Front Street (Kaminski House Museum Public Restrooms)	286	N/A	
4	2125 Prince Street (Ben Cooper Park Public Restrooms)	563	N/A	
5	417 Wood Street (Administration Dept.)	1,200	Debra Grant	843.545.4003
6	800 Church Street (Electric Dept.)	12,000	Scott Whittier/Rhonda Sims	843.545.4600
7	125 Kaminski Street (Public Works Dept.)	1,400	Natrona Simmons	843.545.4700
8	126 Ridge Street (Wastewater Treatment Plant)	1,741	Scott Whittier/Michelle Jordan	843.545.4500
9	2377 Maybank Drive (Water Utilities Dept.)	2,184	Scott Whittier/Michelle Jordan	843.545.4500
10	2377 Maybank Drive (Field Services Building)	1,990	Scott Whittier/Michelle Jordan	843.545.4500
11	2355 Maybank Drive (Water Treatment Plant)	1,700	Scott Whittier/Michelle Jordan	843.545.4500
12	1134 N Fraser Street (City Hall)	3,960	Daniella Howard	843.545.4043
13	2222 Highmarket Street (Police Dept.)	27,000	Nelson Brown	843.241.4188
14	2222 Highmarket Street (Municipal Court)	3,500	Cindy Owens	843.545.4021
<b>**Approximate square footage given for informational purpose only, and does not represent the actual portions included in the work. Should not be used to calculate rates for bid.</b>				

## Process

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

All ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFQ shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by addendum. Firms assume responsibility for any patent ambiguity in the solicitation that their representatives do not bring to the City's attention.

The City shall have the sole discretion in evaluating both the proposal and qualifications, and will conduct selection in the following manner:

1. This RFP document will be made available to interested firms and accessible on the City's website at [www.georgetownsc.gov](http://www.georgetownsc.gov) .
2. The submittals will be received and evaluated as described in this RFP. At the City of Georgetown's discretion, a short list of the most qualified proposers may be compiled and they may be asked to make oral presentations and/or demonstrations to the City of Georgetown.
3. At the conclusion of the RFP process, qualified submittals may be presented to Georgetown City Council for review and approval, as required.
4. A proposer will be selected for contract negotiations as required.
5. The City of Georgetown will notify winning proposer of intent to offer contract award.
6. Submittal listing of proposals received will be posted on the City's website at [www.georgetownsc.gov](http://www.georgetownsc.gov) not earlier than 48 hours after opening. Due to the possibility of negotiation with any proposer submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at the time of opening.
7. 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.

## Award

Contract shall be awarded to the best qualified, and lowest responsive and responsible proposer. In determining the best qualified, responsive and responsible proposer, in addition to bid price, the City, shall consider:

- A. The ability, capacity, and skill of the proposer to perform the contract to provide the service required;
- B. Whether the proposer 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 proposer;
- D. The quality of performance of previous contracts or services similar to services being sought in this RFP;
- E. The previous and existing compliance by the proposer with laws and ordinances relating



- to the contract or services;
- F. The sufficiency of the financial resources and ability of the proposer 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 proposer to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
  - I. Whether the proposer has met the criteria of the RFP specifications, terms and conditions of the RFP.

### **Protest Procedure**

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

For questions regarding the City's Request for Bids process, please contact [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), or call 843.545.4043, no later than 4:00 pm EST (Local Time), Thursday, April 13, 2023.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the sole responsibility of the proposer 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: Janitorial Services

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

### **Janitorial Services**

**Schedule of Events**

The following is the schedule of events listed in the order of occurrence:

<b>MILESTONE EVENT</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1. Request for Proposal (RFP) issued	Tuesday, April 4, 2023	
2. Site Visits	Tuesday, April 11, 2023	9:00 am - 1:00 pm only
3. Deadline for questions - questions should be emailed to: <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Thursday, April 13, 2023	4:00 pm
4. Deadline for addenda to be posted to the City's website	Monday, April 17, 2023	5:00 pm
5. Proposal due date	Thursday, April 20, 2023	On or before 2:00 pm
6. Approve of contract by City Council TBD		
7. Notice of Award issued 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 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 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 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.

**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:

Submit proposal electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline, to include the following items. Submittal package must include **all** of the following items. The PDF file upload limit is 5. If more than one PDF file is uploaded, each PDF file should be clearly labeled with the name of the respondent and each item number below:

1. Complete initialed copy of this RFP document
  2. Completed Bid Forms (Exhibits A & A.2)
  3. Completed References (Exhibit B)
  4. Completed Mandatory Local Vendor Preference Form (Exhibit C)
  5. Completed Exceptions Page (Exhibit D)
1. 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.
  2. Proposal must be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. **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.
  3. 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.
  4. 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.
  5. 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.

6. 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.

7. 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.
8. 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.
9. 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.
10. 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:

Comprehensive General Liability:

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Automobile Liability:

Combined Single Limit \$1,000,000

Workers' Compensation:

Statutory Limits

Bonding

In an amount no less than \$10,000

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:

11. 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.
12. 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.
13. 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.
14. Payment terms –A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).
15. 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.
16. 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 –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 –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 –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 — 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
- A.2) Bid Form
- B) References
- C) Mandatory Vendor Submittal Form
- D) Exceptions