



REQUEST FOR BID (RFB)

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

PROJECT: West End Neighborhood Demolition Project
Funded in whole or part by a Community Development Block Grant
(CDBG) awarded to the City of Georgetown through the South Carolina
Department of Commerce – CDBG #4CE-20-007

DATE OF ISSUE: Wednesday, September 6, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Monday, October 9, 2023**

Bids must be submitted electronically through the City's website, 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.

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 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 Tidelands 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.

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. The CDBG special contract provisions will apply to this project.

All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Due to the terms and conditions of funding, local vendor preference is prohibited.

The City request that all bidders respond with an actual bid or with a no bid.

Bidders will follow local procedures relating to bonding as applicable.

Purpose

The City of Georgetown is accepting bids for the complete demolition and disposal of seven (7) ACM (Asbestos Containing Material) condemned residential structures located within the city limits. The bid amount shall include the removal of all construction materials above and below grade for each parcel. All underground utilities such as water, gas and sewer connections are to be terminated and sealed at the street right of way and the work shall include removal of all buried pipes and footings for each parcel. Lots shall be left clean and free of debris and include trimming of overgrowth, bush hogging, stump/dead tree removal, vine removal and leveling with clean fill and seeded. All materials from the sites shall be disposed of properly in accordance with all regulations. No on-site burning or burying materials is permitted.

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 contacting Marsha Smith, Waccamaw Regional Council of Governments, at 843-546-8502.

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.

Site Visit

Site visits are strongly encouraged. Submission of bid implies that the contractor has visited the site and is familiar with the existing conditions of the site. Failure to visit the site shall in no way relieve any bidder from any obligation in respect to their bid.

Scope of Services

The Responsibilities/Scope of work include but are not limited to:

Abatement, Demolition and Clean-Up

The contractor will be responsible for:

1. The demolition contractor will need to include the services of a licensed asbestos abatement contractor and provide proof of valid license with their bid submittal.
2. Demolition, removal and proper disposal of structures and contents of existing vacant residential buildings. The List of Structures to be demolished is included as Exhibit A. All structures to be demolished have been found to contain asbestos. The contractor is responsible for proper handling and disposal of all asbestos. See Exhibit J Asbestos Inspection Reports and Exhibit K Project Design Reports. (Asbestos air monitoring will be carried out by a third party)
3. All costs of transport and proper disposal of all demolition debris.
4. All landfill fees. Landfill tickets must be submitted with final invoice in order for payment to be processed.
5. Obtaining all certifications and permits necessary for completion of the project from the applicable regulatory agencies.
6. Demolition of all slabs and all underground structures to a depth of 2 feet below existing finish for grade. Approved material shall be placed as backfill and all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site.
7. Removing all debris and trash from the entire lot, and the lot is to be left in a clean, properly graded, ready for seating state.
8. Removing all slabs, walkways, driveways, fences and accessory buildings.
9. Please remember to include the CDBG Dump Ticket Requirement.
10. Demolition and clearance of vacant and dilapidated properties can be a required activity of these types of projects. As a reminder, when it is necessary for debris to be dumped at a landfill, it is necessary to provide itemized dump tickets to support the amounts invoiced by the contractor. This information should be provided to support the test work during the Financial Monitoring and/or when recording local match or leveraging amounts. Properly itemized dump tickets should (legibly) include the following:
 - The Contractor's Name
 - The name of the dump location
 - Tax Map ID and or physical address (preferably both)
 - Total Tons
 - Dump Cost Per Ton
11. All temporary facilities necessary to successfully complete the project to include, but not limited to, portable restrooms, temporary power, temporary water, silt fencing, site security etc.

12. Caution and care must be exercised to prevent damage to adjacent structures, and to ensure that existing businesses can operate normally without significant disruption during demolition activities.
13. Caution and care must be taken to ensure mature trees are not removed or damaged.

CLEARINGS

1. The contractor shall secure any necessary permits from local agencies and submit notifications to the Health Hazards Control Branch as applicable to include a demolition permit, any required Tree Permit and a City Business License.
2. For installation of sediment and erosion control devices, practices, and structures, per current SCDHEC and SCDOT standards.
3. Depressions greater than 6 inches created by the demolition and removal of items specified must be graded level with an adjacent land, as directed by the City of Georgetown. All areas where items specified have been demolished and or removed, will be seeded as directed by the City.
4. Upon completion of the assigned work, the contractor will provide written verification that all structures have been removed.

BACKFILL AND COMPACTION

1. Bringing site to proper grade shall be part of the base bid. Contractor shall bring finished grade to match the sidewalks or to existing materials on all sides of the site. Contractor shall slope finish grade to drain.
2. It is expected that the contractor will backfill all excavated areas with suitable material and grade the area to provide for positive surface drainage for the entire site, (generally, 0.5% minimum slope from the highest point of adjacent road, curb or sidewalk.
3. Fill shall be for counties classified as Group B per SCDOT standard, Section 203.2...1.8, #15. The following soil types are acceptable for use as backfill material in accordance with AASHTO M 145. They are as follows A-1, A-2, A-3, A-4, and A- 5. Each layer shall be spread evenly and compacted. Each layer of backfill and the top 8 inches of material shall be compacted by approved equipment and the density shall be 98% as determined by the Standard Proctor Test.
4. The contractor will be responsible for re-seeding the site with appropriate seasonal grass for erosion control, as directed by the City of Georgetown.
5. The contractor will be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff. The contractor will be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project.
6. Should unacceptable material such as muck building debris or other unsuitable material be discovered, contractors shall notify the City of Georgetown before proceeding with work. Borrow material shall be required to meet the SCDOT standard specifications for roadways and structures. Placement and compaction will be directed by the City of Georgetown.

WORK EXECUTION

Should work require a road closure, the contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel, needed to provide safety, protection and warning to persons and vehicular traffic within the area in accordance with the City of Georgetown and SCDOT standards.

Clean up:

All debris shall be cleaned up each day before the work crew leaves the site unless given permission by the City of Georgetown to do otherwise. Unless directed otherwise, it shall be the responsibility of the contractor to remove and lawfully dispose of all debris resulting from project activities. The contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City or private property shall be the responsibility of the contractor to repair or to make arrangements to repair with the approval of the City of Georgetown. This shall be done prior to final payment of contract.

Supervision:

This contract is under the direct supervision of the City of Georgetown. Any alterations or modifications of the work to be performed under the contract shall be made only by written pre-authorization by the City of Georgetown. A change order shall be issued to include the additional work. No claims for extra work or materials will be allowed unless covered by an approved change order.

Work crew supervision:

The Contractor shall provide qualified supervision of each crew at all times while working under the contract. Each foreman and superintendent shall be authorized by the Contractor to accept an act upon all directives issued by the contract.

Working hours:

Except for emergency responses, the Contractor shall schedule work between the hours of 6:00 AM and 6:00 PM, Monday through Saturday, unless authorized by the City of Georgetown to do otherwise.

Process

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

By initialing the bottom of each page of this RFB document, firms represent that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. The firm's representatives are expected to examine this RFB 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 RFP shall be interpreted to require the better quality or greater quantity of work unless otherwise directed by

addendum. Firms assume responsibility for any ambiguity in the solicitation that their representatives do not bring to the City's attention.

This solicitation will be conducted in accordance with the City's Purchasing Ordinance which can be found in its entirety on the City's website, www.georgetownsc.gov.

The City will conduct the selection in the following manner:

1. The RFB documents will be available on our [website](#). Bids will be received and evaluated as described in this RFB.
2. The lowest responsive and responsible bid will be presented to the Georgetown City Council or City Administrator for approval, as required. A Notice of Intent to Award will be issued by the City.
3. After approval by the SC Department of Commerce and city council, the City will proceed with awarding the project contract.

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 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: Nereo Parreno, 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, no later than 2:00 PM EST (local time), Monday, September 25, 2023. For questions regarding the City's Request for Bid process, please contact 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: **West End Neighborhood Demo**

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

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Bid (RFB) Release Date	Wednesday, September 6, 2023	
2. Deadline for written questions. Email to purchasing@georgetownsc.gov	Monday, September 25, 2023	2: 00 PM
3. Deadline for addendum or answer(s) to be posted on the City's website www.georgetownsc.gov	Monday, October 2, 2023	2:00 PM
4. Bid due	Monday, October 9, 2023	2: 00 PM
5. Approval by City Council (Tentative)	October 2023	
6. Date of Completion	30 days from Notice to Proceed	

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 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.

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.

Bids must be submitted on the bidder’s letterhead and 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 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.

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.
[Click here to submit electronically.](#)

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 as such:

1. Complete Bid Form – Exhibit B
 2. Complete Bid Table – Exhibit C
 3. Complete Initialed copy of this RFB document - (Place the responsible person's initials on each page)
 4. Complete Debarment Certification Form – Exhibit G
 5. Complete Immigration Form – Exhibit H
 6. 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.
 7. 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.
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, 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 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 - skidmorea@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 the Revenue Manager, financeman@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 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 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 the Revenue Manager, financeman@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) List of Structures with pictures
- B) Bid Form
- C) Bid Table
- D) Contract Sample
- E) CDBG Contract Special Provisions
- F) Mitigation Measures from Environmental Review
- G) Debarment Certification
- H) Immigration Form
- I) Section 3 Information
- J) Inspection Reports
- K) Project Design Reports

“EQUAL EMPLOYMENT OPPORTUNITY”