



REQUEST FOR QUOTE (RFQ)

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

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

DATE OF ISSUE: Wednesday, August 3, 2022

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, August 31, 2022**

Quotes must be submitted electronically through the City's website, www.georgetownsc.gov. The City will not accept quotes 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.

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Important hyperlinks and email address.....	3
Background.....	3
Purpose.....	3
Site Visit.....	3
Scope of Services.....	4
Specifications.....	4
Process.....	4
Award.....	4
Protest Procedure.....	5
Questions.....	5
Schedule of Events.....	6
Submittal Instructions.....	7
General Contractual Requirements.....	11
Exhibits.....	13

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.

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 funded by a South Carolina Community Development Block Grant (CDBG) Program, State CDBG CARES Act Coronavirus Funding - CDBG-CV1-002. All federal CDBG program requirements will apply to the contract. **All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM).**

Purpose

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

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

The quote shall include all the accessories identified in this Request for Quote (RFQ).

Site Visit

Site visits are strongly encouraged. Submission of quote 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 quote.

Scope of Services

The selected vendor shall provide and install all necessary equipment to complete the project as required. The City of Georgetown will pay the balance of both the installation and 36 month term costs at the completion of the implementation of the project. Due to the terms and conditions of funding, local vendor preference is prohibited.

Specifications

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

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

1. Ben Cooper Park
2. Constitution Park
3. Francis Marion Park
4. Rainey Park
5. Willowbank Park
6. Baruch Park
7. Bayview Park
8. Palmetto Park
9. Morgan Park
10. East Bay Park

Process

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

The City will conduct the selection in the following manner:

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

Award

The City shall have the sole discretion in determining the lowest responsive and responsible bid. In addition to fee, the City, shall consider:

- A. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- B. Whether the bidder can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- D. The quality of performance of previous contracts or services similar to services being sought in this RFQ;
- 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 RFQ; and
- I. Whether the bidder has met the criteria of the RFQ specifications, terms and conditions of the RFQ.

Protest Procedure

In accordance with the City's Procurement Ordinance, any protest or objection to this RFQ 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 RFQ should be submitted in writing and emailed to purchasing@georgetownsc.gov, no later than 2:00 PM EST (local time), Wednesday, August 17, 2022. For questions regarding the City's Request for Quotes 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: **Wi-Fi in Public Parks**

Answers to questions or Addenda will be posted on the City's website as an Addendum no later than 2:00 PM EST (local time), Wednesday August 24, 2022.

Schedule of Events

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Quote (RFQ) Release Date	Wednesday, August 3, 2022	
2. Deadline for written questions. Email to purchasing@georgetownsc.gov	Wednesday, August 17, 2022	2: 00 PM
3. Deadline for addendum or answer(s) to be posted on the City’s website www.georgetownsc.gov	Wednesday, August 24, 2022	2:00 PM
4. Quote due	Wednesday, August 31, 2022	2: 00 PM
5. Quote Approval by City Council (Tentative)	December 2022	
6. Equipment Delivery Date	TBD	

When the Procurement Division is closed due to force majeure, quote openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding quote 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 RFQ up to two (2) days before the RFQ due date as needed to clarify the City’s desires or to make corrections or changes to the RFQ 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 quotes. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original quote.

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

The City also reserves the right to accept or reject any or all quotes 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 quote 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 quoted price shall be valid for a period of ninety (90) calendar days from the date of quote opening.

Quotes must be submitted on the bidder's letterhead and signed by a legal duly authorized officer of the bidder submitting the Quote.

By initialing the bottom of each page of this RFQ document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their quote is made in compliance with this solicitation. The bidder's representatives are expected to examine this RFQ 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, interested parties **must** submit the following no later than the aforementioned deadline:

The City **WILL NOT** accept quotes 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.
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. The PDF file upload limit is 3. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Complete Quote Form – Exhibit A
 2. Complete Quote Table – Exhibit B
 3. Complete Initialed copy of this RFQ document - (Place the responsible person's initials on each page)
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the 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. Quote must be received electronically through the City's website, 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 quote.

5. Any bidder may withdraw their quote only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete quotes may be rejected.
6. All costs incurred in preparing the quote, or costs incurred in any other manner by the bidder in responding to this RFQ, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFQ become the property of the City and will not be returned.
7. Any proprietary information contained in the quote 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. Quotes 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 quote. Quotes having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Quote – The City reserves the right to reject any quote from a bidder who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFQ documents, contract of similar nature, or to reject the quote 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 RFQ 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 - cmcdaniel@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442 or
- Physical address - 1134 N. Fraser Street, Georgetown, SC, 29440

Failure to do so shall be construed to be a breach of the agreement:

12. Indemnification - The selected bidder agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected bidder and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
14. City Business License and Permits – The selected bidder shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Victoria Knox, Revenues Manager, vknox@georgetownsc.gov 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 quote 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 – **Not Applicable** - Each quote must be accompanied by cash, a certified check of the bidder, or a quote bond prepared on the form of quote 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 quote.
17. Payment and Performance Bonds – **Not Applicable** - bonds are required for projects valued at \$100,000 or more. If the quote is accepted, the required Agreement will be executed and a one hundred and ten percent (110%) 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 RFQ. 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 RFQ. 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 RFQ 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 quotes 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 QUOTES 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 RFQ. 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 RFQ 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 RFQ become the property of the City and will not be returned to the bidder.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the Contractor.
12. Contract Amendments - Amendments to any agreement between the City and the bidder must be reviewed and approved in writing by the City Administrator or designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the bidder as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the bidder, as determined necessary by the City. Pertaining to all audits, the bidder shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the bidder shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Bidder - Bidder represents, warrants, and covenants that:
 - (a) In providing the services bidder shall utilize the care and skill used by members of bidder’s profession practicing under similar circumstances at the same time and in the same locality.

- (b) All employees provided by the bidder to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) Bidder is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Bidder agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or bidder's performance thereunder.
19. City Business License and permits –
20. The selected bidder shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Victoria Knox, Revenues Manager, vknox@georgetownsc.gov, 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 quote cost.

Exhibits Available

- A) Quote Form
- B) Quote Table
- C) CDBG Contract Special Provisions
- D) Debarment Certification Form
- E) Section 3 Information
- F) Contract Sample

“EQUAL EMPLOYMENT OPPORTUNITY”