

REQUEST FOR PROPOSAL (RFP)

REQUESTOR: City of Georgetown

1134 North Fraser Street Georgetown, SC 29440

Contact: Nereo Parreno, Purchasing Agent Email: purchasing@georgetownsc.gov

Phone: 843.545.4046

PROJECT NAME: Annual Floral Installation and Maintenance Contract

PROJECT NUMBER:

RELEASE DATE: Wednesday, June 12, 2024

DUE DATE: On or before 2:00 PM EST (local time) Tuesday, July 9, 2024

Bids must be submitted electronically through the City's website, <u>www.georgetownsc.gov</u>. 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, under "Business", or <u>click here</u> 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

The City of Georgetown's policy is 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.

Purpose/Project Description

The City of Georgetown is seeking proposals from qualified and licensed landscape contractors for annual floral beautification needs within the Downtown District of Front Street.

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Scope of Services

- Create seasonal floral displays in concrete and brick planters. Concrete floral displays should be different from the brick planter displays and keeping consistency throughout Front Street areas.
- Maintenance of plants Plants will need to be trimmed, dead headed, fertilized and assessed/ treated for pests, or fungal outbreaks. ensure the cleanliness and that plants are free of pests and unsightly or damaged leaves at all times.
- Watering inspect soil moisture levels and replenish as necessary to meet each plants requirements.
- Pest & disease control inspect for soil borne pathogens, foliar insect pests, and other such infestations. Take action and treat before there is any signs of damage.
- Pruning prune each plant in accordance with the particular cultivar's needs.
- Fertilization inspecting the plants, and applying fertilizer is required to promote and maintain green, lush foliage/constant blooms.
- All foliage will be cleaned, trimmed and kept free of dirt, straws, food, etc and any other garbage in planters.
- Soil level Maintain proper amount of media in planters to get the best yield.
- Environmental Knowledge monitor light conditions, humidity and temperature for the success of cultivars.
- Preventative maintenance to avoid potential problems such as plant loss, pests, and disease.
- Frost & Freeze warnings When temperatures are expected to get below 32, plants will be covered and charged as a regular maintenance visit.
- The contractor shall be responsible to setup proper traffic control devices in compliance with SCDOT standards for the protection of workers and vehicular traffic. Contractor shall comply with all applicable OSHA standards.
- The contractor shall work during regular daytime hours (7 AM to 5 PM).
- Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project. Contractor shall responsible for the cost of hauling and disposing any excess spoils from the job site.
- Contractor shall be responsible to complete and pay for a Temporary Water Hydrant Meter Application with City Hall before work commences.
- Contractor shall complete the work within scheduled time frame referenced in proposal requrest.

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Site Visit

Contractors must visit the site prior to submitting their proposal to become familiar with the surrounding conditions. Failure to visit the site shall in no way relieve any bidder from any obligation in respect to their bid.

Process

The City will conduct the selection of qualified contractor personnel in the following manner:

- 1. The RFP Form documents will be available on our <u>website</u>. Bids will be received and evaluated as described in this RFP.
- 2. Proposals will be publicly opened and read aloud via the City's public Facebook page, https://www.facebook.com/cityofgtown.
- 3. The best qualified, lowest responsible, and responsive Bid will be presented to the Georgetown City Council or City Administrator for approval, as required.
- 4. After Council approval, the City will issue a Notice of Award.
- 5. The Submittal Listing of Bids received will be published on the City's <u>website</u> within forty-eight (48) hours of opening. Click here for a direct link.

Award

Submission of a Bid indicates acceptance by the Contractor of the conditions contained in this RFP.

Contract shall be awarded to the best qualified, and lowest responsive and responsible Contractor.

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

- A. The ability, capacity, and skill of the Contractor to perform the contract to provide the service required;
- B. Whether the Contractor 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 Contractor;
- 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 Contractor with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the Contractor 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 Contractor to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
- I. Whether the Contractor has met the criteria of the RFP specifications, terms and conditions of the RFP.

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Protest Procedure

In accordance with the City's Procurement Ordinance, any protest or objection to this RFP 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 Request for Proposal should be submitted in writing and emailed to <u>purchasing@georgetownsc.gov</u>, no later than 2:00 PM EST (local time), Friday, June 21, 2024.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the Contractor's sole responsibility to contact the Purchasing Agent at 843.545.4046.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **Annual Floral and Maintenance Contract.**

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, June 26, 2024.

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Schedule of Events

No.	MILESTONE EVENTS	DATE	TIME EST (LOCAL TIME)
1	Request for Proposal (RFP) Issue Date	Wednesday, June 12, 2024	
2	Deadline for written questions - emailed to purchasing@georgetownsc.gov	Friday, June 21, 2024	2:00 PM
3	Deadline for addenda to be posted to the City's website	Wednesday, June 26, 2024	2:00 PM
4	Proposal Due Date	Tuesday, July 9, 2024	2:00 PM
7	Notice of Award (tentative)	Wednesday, July 22, 2024	
8	Notice to proceed (tentative)	August, 2024	
9	Project Completion	Contractor shall complete the work within scheduled time frame referenced in proposal request	

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

The City reserves the right to request additional information from any and all prospective contractors 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.

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The City reserves the right to cancel or reissue the RFP 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 Contractor's sole responsibility to obtain the information directly from the <u>City's website</u> regarding this project.

The Contractor 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.

Bids must be submitted on the required Bids Form (Exhibit A) and executed by a legal duly authorized officer of the Contractor submitting the RFP.

By initialing the bottom of each page of this RFP document, the Contractor represents that (1) their representatives have read and understood the solicitation and (2) their bid is made in compliance with this solicitation. The contractor's representatives are expected to examine this RFP 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 2-185 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the <u>City's website</u>.

It is the sole responsibility of the Contractor 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 Contractor to confirm that their bid was submitted on time, and that their PDF file/files are not corrupt.

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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

1. Submit bid electronically through the City's website, <u>www.georgetownsc.gov</u>. Click here to submit electronically.

Submittal package must include <u>all</u> of the following items. The PDF file upload limit is 5. Each PDF file should be clearly labeled as such:

- 1. Exhibit A Completed Bid Form
- 2. Complete initialed copy of this RFP document
- 3. Complete Mandatory Local Vendor Submittal Form (Page 15)
- 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, or not submitting the Local Vendor Preference Option Form, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all contractors correct the minor informality or irregularity within the same specified time.
- 3. Electronic bid must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. No bid will be accepted after such time. 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 contractors submitting a bid.
- 5. Any contractor 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 Contractor in responding to this RFP, will be wholly the Contractor's responsibility. All materials and documents submitted by the Contractor in response to this RFP become the property of the City and will not be returned.

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7. Any proprietary information contained in the bid should be 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 contractor who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFP documents, contract of similar nature, or to reject the bid from a contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the Contractor that best meets the requirements as set forth herein.
- 10. Assignment of Contract Assignment to the selected Contractor of any contract to be entered into in accordance with this RFP will not be recognized by the City unless such assignment has prior written approval of the City.
- 11. Insurance Provisions The selected Contractor will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at the point of contract negotiation by the City's Risk Manager as follows:
 - Comprehensive General Liability (per occurrence);
 - Comprehensive Auto Liability (per occurrence); and
 - Workers' Compensation Liability
 - Automobile Liability
 - Builder's Risk Insurance

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 Contractor 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

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- Failure to do so shall be construed to be a breach of the agreement:
- 12. Indemnification The selected Contractor 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 Contractor 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 Contractor shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for construction permit information. These expenses shall be included in the total bid cost.
- 15. 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).
- 16. Bid Security **Not Applicable** In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding \$100,000. Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina or the equivalent in cash, certified check, cashiers'check, or money order. The City, at its option, may require bid bonds on construction contracts under \$100,000 when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid Security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.
- 17. Payment and Performance (P & P) Bonds 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 and ten 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.

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General Contractual Requirements

- 1. Force Majeure The Contractor 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 Contractor. 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 Contractor.
- 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. Contractor Qualifications Contractor 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 RFP. The City reserves the right to make the final determination as to the Contractor's ability to provide the services herein.
- 4. Contractor Responsibility Each Contractor shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of the Contractor to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to a contract.
- 5. Affirmative Action The Contractor 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 Proposals 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 Contractor:
 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

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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 Contractor, 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 Contractor, the City reserves the right to purchase any and all items/services in default in open market, charging Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 8. Prime Contractor Responsibilities The Contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the Contractor to be the sole point of contact with regard to all contractual matters.
- 9. Subcontracting If any part of the work covered by this RFP is to be subcontracted, the Contractor 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 Contractor will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Contractor.
- 10. Ownership of Material All materials and documents submitted by the Contractor in response to this specification become the property of the City and will not be returned to the Contractor.
- 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 Contractor 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 Contractor 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 Contractor, as determined necessary by the City. Pertaining to all audits, the Contractor 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 Contractor 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

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- 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 Contractor Contractor represents, warrants, and covenants that:
 - (a) In providing the services contractor shall utilize the care and skill used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the Contractor 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 the removal of any employee for a good cause.
 - (c) Contractor is a business validly existing and in good standing under the laws of the State of South Carolina.
- 18. Indemnity Provisions Contractor 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 Contractor's performance thereunder.
- 19. City Business License and permits The selected Contractor shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.

Exhibits Available

- A) Bid Form
- B) Pictures of locations
- C) Contract

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MANDATORY LOCAL VENDOR SUBMITTAL FORM

The City's Procurement Ordinance to include the Local Vendor Preference Option, can be found in its entirety on the City's website.

SECTION 2-185 COMPETITIVE SEALED PROPOSAL DOING LOCAL VENDOR PREFERENCE

	I certify that [Company Name]			
is a Resident Bidder of Georgetown City/County as defined in the City of Georgetown				
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal				
place	lace of business is [City and State].			
	I certify that [Company Name]			
is a Non-Resident Bidder of Georgetown City/County as defined in the City of Georgetown				
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal				
place	of business is	[City and State].		
(X)	(<u>X</u>	()		
	Signature of Company Officer	Date		

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