



## REQUEST FOR BID (RFB)

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

**PROJECT:** Harborwalk Repairs Project #1213 – Re-bid

**DATE OF ISSUE:** Friday, February 1, 2019

**DUE:** On or before 2.00 pm EST (local time) Tuesday, February 26, 2019

Return by mail or hand deliver only to:

City of Georgetown  
Attn: Purchasing  
Harborwalk Repairs Project #1213  
2377 Anthuan Maybank Drive  
Georgetown, SC 29440

**Background**

The City of Georgetown (City) is an incorporated municipality with a population of nearly 10,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the end point of the area commonly known as “The Grand Strand”. The City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.cogsc.com](http://www.cogsc.com).

**Purpose**

The City of Georgetown is seeking bids from qualified and licensed general and/or marine contractors to perform certain structural and miscellaneous repairs to the Harborwalk in the City of Georgetown.

The Harborwalk was constructed in the 1980’s and extends for approximately 1,480 feet in the north-west direction along the Sampit River. The timber structure consists of 12-foot wide and 8-foot wide walkways made of Brazilian IPE wood decking and handrails and supported by marine type wood piles.

The contractor is encouraged to review the Collins Engineers report dated August 17<sup>th</sup>, 2017 for reference.

All bids must be submitted on the required Bid Forms. The entire form must be completed in ink or typewritten and executed by a legal duly authorized officer of the contractor submitting the RFB. In addition, all contractors must return and initial each page of the RFB with the Bid Forms. By initialing each page, contractors will be acknowledging that they have read and understood the requirements of this RFB, and their price is based on such requirements.

The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows. The bid’s price shall be valid for a period of 90 calendar days from the date of bid opening.

The City of Georgetown reserves the right to issue addenda to this RFB up to 2 days before the RFB due date as needed to clarify the City of Georgetown’s desires, or to make corrections or changes to the RFB document or submittal process. The bidders will acknowledge receipt of all issued addenda in their submittals, if applicable.

**Attachments:**

1. Bid Form
2. Harborwalk Plan
3. Collin’s Structural Assessment Report dated 8-17-2017
4. Contract Sample

**Project Description**

Project consists in replacing certain structural elements of the Harborwalk as identified in the schedule of values.

Submission of bid implies that the contractor has visited the site and is familiar with the existing conditions of the site.

**Scope of Services/Special Work Requirements**

Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project. The Scope of Work includes the following:

1. Remove and replace pile caps
2. Remove and replace stringers
3. Remove and replace cross bracing
4. Remove and replace corroded metal hardware
5. Remove and replace fender pile hardware

All wood shall be CCA pressure treated Southern Yellow Pine Marine Grade.

All metal fasteners and connectors shall be hot-dipped galvanized.

Contractor is responsible to secure a building permit from the City of Georgetown's Building Department.

Contractor shall take caution to protect the existing infrastructure including utilities.

Contractor shall provide pedestrian traffic protection during the time of construction.

The contractor shall work Monday-Friday during these day time work hours: 7 AM to 5 PM.

Bid, payment and performance bonds are not required for projects less than \$100,000.

Contractor shall complete the work within 65 calendar days after Notice to Proceed.

There is a requirement of ten percent (10%) retainage for all invoices. Final payment will be made after final inspection and acceptance by the City.

Contractor shall warranty the work for a minimum of 1 year after substantial completion.

## Evaluation

Contracts shall be awarded to the best qualified, and lowest responsive and responsible bidder. In determining the best qualified, responsive and responsible bidder, in addition to price, 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;
- (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.

## Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFB to the contract award:

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Bid (RFB) issued	Friday, February 1, 2019	
2. Pre-Bid meeting	n/a	
3. Deadline for questions - emailed to: <a href="mailto:purchasing@kogsc.com">purchasing@kogsc.com</a>	Tuesday, February 19, 2019	4:00 pm
4. Deadline for addenda to be posted to the City's website, <a href="http://www.kogsc.com">www.kogsc.com</a> , under "Bids"	Thursday, February 21, 2019	5:00 pm
5. Bid due date	Tuesday, February 26, 2019	On or before 2:00 pm
6. Approve of contract by City Council (tentative)	Thursday, March 21, 2019	
7. Notice to Proceed (NTP) issued (tentative)	March 2019	
8. Completion date - (tentative)	65 Days after NTP	

**Questions**

No answers will be given over the phone.

Questions regarding this RFQ should be submitted in writing to [purchasing@cogsc.com](mailto:purchasing@cogsc.com), no later than 4:00 EST (local time), Tuesday, February 19, 2019. No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line:

Questions – Harborwalk Repair Project #1213

You will receive email confirmation that your questions were received on time. If you do not receive confirmation of such within 2 hours, it is the bidders responsibility to call the purchasing agent at 843.545.4043 to verify that the questions were received before the deadline.

Answers to questions will be posted on the City’s website at [www.cogsc.com](http://www.cogsc.com) under “Current Bids” as an Addendum no later than 5:00 pm EST (local time), Thursday, February 21, 2019.

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants. The City of Georgetown reserves the right to issue addenda to this RFB up to 3 days before the RFB due date as needed to clarify the City of Georgetown’s desires, or to make corrections or changes to the RFB document or submittal process.

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 City also reserves the right to cancel or reissue the RFB and/or revise the project schedule at any time.

The City also reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows. All information will be updated and posted on the City’s website [www.cogsc.com](http://www.cogsc.com) under “Bids”. It is the bidder’s 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

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 of the City's Municipal Code.

To be considered responsive, interested parties must submit the following in a sealed envelope on or before the deadline, 2:00 pm, Tuesday, February 26, 2019 EST (local time):

1. One (1) initialed copy of this RFB
  2. One (1) Bid Form
  3. One (1) Mandatory Vendor Submittal Form
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1. Bids must be received no later than the aforementioned deadline. No bid will be accepted after such time. Faxed or emailed bids will not be accepted for any reason. No additional fees, costs, or any other reimbursable expenses will be allowed.
  2. 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 judgement 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 firms submitting a bid.
  3. All bids should be clearly marked on the outside, "Harborwalk Repair Project #1213". Submissions must be sealed and clearly identify the name and number of the RFB on the outside of the envelope/package, as well as the submitter's business name, address, and license number (if applicable). No other information shall be included or written on the outside of the bid envelope/package. The City shall not be responsible for unidentified bids.
  4. It is the sole responsibility of the firm to have their bids delivered to the City before the closing hour and dated. The City assumes no responsibility for delivery of bids that are mailed. Late, faxed, or emailed bids will not be accepted nor considered for any reason and will remain unopened. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
  5. Any firm may withdraw their qualifications either personally or by written request, at any time prior to the scheduled opening of responses. No firm may withdraw qualifications for a period of 90 days after the opening date. All firms shall be subject to approval of the City Council.
  6. Bids must be submitted by firm's own format and shall address all RFB requirements. Partial or incomplete bids may be rejected.
  7. All costs incurred in preparing the bid, or costs incurred in any other manner by the firm in responding to this RFB, will be wholly the responsibility of the firm. All materials and documents submitted by the firm in response to this RFB become the property of the City and will not be returned.
  
  8. 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 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 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.

9. 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.
10. Letter of Interest – **(Not Applicable)** Must be no more than 2 pages (one page is one side of an 8.5” x 11” paper) in length and include contact information and signature.
11. Statement of Qualifications, Experience, and Availability – **(Not Applicable)** Must be no more than 5 pages. It should summarize qualifications, relevant experience, and availability to participate in the RFB process to provide requested services to the City. Key staff members participating should be identified.
12. Proposed Process Approach – **(Not Applicable)** Must be no more than 3 pages summarizing the method and approach to providing services to the City.
13. List of Professional References – Must be no more than 1 page listing most recent professional references for similar projects and their contact information.
14. Disqualification and Rejection of Bid – The City reserves the right to reject any bid from a firm 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 firm who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the firm that best meets the requirements as set forth herein.
15. Assignment of Contract – Assignment to the selected firm 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.
16. Insurance Provisions – (Applicable for work performed on site) - The selected firm 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 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

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 firm to advise the City’s Risk Management Department at Fax No. 843.527.6173; email, cmcdaniel@cogsc.com, PO Box 939, Georgetown, SC 29442, within 2 days of the cancellation herein, and failure to do so shall be construed to be a breach of the agreement.

17. Indemnification - The selected firm agrees to indemnify, defend and hold harmless the City of Georgetown 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.
18. Compliance With Law – The selected firm 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.
19. City Business License and Permits - (Applicable for work performed on site) - The selected general contractor shall be required to obtain all applicable City of Georgetown permits and business licenses prior to work commencing. All subcontractors hired for the project shall also obtain a “per job” City of Georgetown business license if do not currently hold a business license with the City. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.
20. Payment terms - a monthly itemized billing statement must be submitted in a form specified by the City of Georgetown for services performed. The City will remit full payment on all undisputed invoices within 30 days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s).



21. Bid and Performance Bonds – (Applicable for work performed on site) Bid and Performance Bonds or other securities may be requested for supply contracts and service contracts as the Risk Manager, Purchasing Agent, and/or Department Head deems advisable to protect the City’s interest. Any such bonding requirement shall be set forth in the solicitation.

**Bid Security:** 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.

When a construction contract is awarded in excess of \$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 (110%) 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.

Approved by council 1.19.2017

AN ORDINANCE TO AMEND  
CHAPTER 2 ADMINISTRATION –  
ARTICLE IV PROCUREMENT

SECTION 2-185 COMPETITIVE SEALED BIDS LOCAL VENDOR PREFERENCE

WHEREAS, Council has determined that the existing Purchasing Regulations of the City of Georgetown should be revised and updated; and

WHEREAS, Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the City through established procurement procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown, South Carolina that the existing Chapter 2, Article IV, of the City Code of Ordinances.

ARTICLE IV. PROCUREMENT  
DIVISION 2. ETHICS IN CITY CONTRACTING

Section 2-185 Competitive Sealed Bids (Bidding)

Local Vendor Preference Option

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the bid is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of 12 months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within 24 hours of notification.

4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this bid document. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
- (b) Contracts for professional services except as provided for in Section 2-187 above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.



**MANDATORY VENDOR SUBMITTAL FORM**

AN ORDINANCE TO AMEND  
CHAPTER 2 ADMINISTRATION - ARTICLE IV  
PROCUREMENT – JANUARY 19, 2017

SECTION 2-185 COMPETITIVE SEALED BIDS LOCAL VENDOR PREFERENCE

ARTICLE IV.  
PROCUREMENT  
DIVISION 2. ETHICS IN CITY CONTRACTING

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 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) \_\_\_\_\_

Signature of Company Officer

Date

## 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 of Georgetown 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. WMBE Statement - It is the policy of the City of Georgetown 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 further the policy of the City of Georgetown 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 of Georgetown 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 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 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 30 day advance notice requirement is waived and the default provision herein shall apply.

8.4 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 Contractor Responsibilities - The Contractor 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 specification become the property of the City of Georgetown 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 bidder.
12. Contract Amendments - Amendments to any agreement between the City and the bidder must be reviewed and approved in writing by the City of Georgetown 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 of Georgetown 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 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 performance of its obligations of an agreement.
17. Representations of Contractor - 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 Contractor (employees) 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) Contractor is a business, validly existing and in good standing under the Laws of the State of South Carolina.