



REQUEST FOR PROPOSAL (RFP)

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: Electric Distribution Contractor Services

DATE OF ISSUE: Wednesday, June 21, 2023

DUE: **On or before 2:00 PM EST (local time), Wednesday, July 5, 2023**

Proposals must be submitted electronically through the City's website, www.georgetownsc.gov.
The City will not accept Proposals by hard copy, fax, or email.

For instructions on how to submit your proposal electronically, please refer to the City's website, [click here](#) for a direct link.

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Important hyperlinks and email addresses:

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: purchasing@georgetownsc.gov.

Communication

It is the policy of the City of Georgetown to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the solicitation document.

Any communication outside the one between the designated City contact in the solicitation document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent's proposal if the City discovers that the potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with the potential respondent and/or respondents.

Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tidelands Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.georgetownsc.gov.

Purpose

The City of Georgetown Electric Department is accepting proposals for contractor personnel and equipment for overhead and underground distribution work.

Scope of Services

The City wishes to perform minor upgrades to its 12.47 distribution system. Work will be issued on a project by project bases with no guarantees as to the amount of work that will be involved. Projects can include some overhead reconductoring, line extensions, single-phase to three-phase conversion, and replacement of old poles. It is possible that work could also include installation of underground conductors, elbow cabinets, and transformers.

This work needs to be performed during the months of August 2023 through June of 2024. There are no guarantees as to the amount of work, but it is anticipated that approximately 8 months of work for one crew will be funded in FY 23/24 budget. It could be possible to renew the contract for a second year (after July 2024) if rates are agreeable to both parties.

Bidders shall provide hourly personnel rates for a working Crew Supervisor, and Class A, B and C line Technicians, and Equipment Operators. Equipment rates should be provided for pickup trucks, line trucks, bucket trucks, pole trailers, and cable tension trailers. All equipment shall be in good and safe operating condition and ratings shall be proper for working on 12.47 kv 3-phase distribution

All personnel shall be properly trained according to their classification and documentation must be provided upon request to verify training. Contractor shall have an active safety program and shall provide all required PPE.

A current City of Georgetown business license will be required before work can commence.

Site Visit

Not applicable

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 Proposals. However, this process may not be used as an opportunity to submit missing documentation or information or make substantive revisions to the original proposal.

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 proposals 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.

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

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

The City shall have the absolute sole discretion in evaluating both the proposal and qualifications of the firms. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the project, considering the fee and qualifications.

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

It is the responsibility of the submitting consultant to familiarize themselves with the City's procurement process.

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

1. The solicitation documents will be available on our [website](#).
2. Proposals will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityoftown/>. Best qualified, lowest responsible and responsive bid will be presented to the Georgetown City Council or City Administrator for approval, as required.
3. After Council approval, the City will issue the Notice of Award.
4. The Submittal Listing will be published on the City's [website](#), www.georgetownsc.gov, within forty-eight (48) hours of opening.

Award

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

- A. The ability, capacity, and skill of the proposer to perform the contract to provide the service required;
- B. Whether the proposer can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
- D. The quality of performance of previous contracts or services similar to services being sought in this solicitation;
- E. The previous and existing compliance by the proposer with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- H. The ability of the proposer to provide services for the nature of the requirements of an awarded contract as required in this solicitation; and
- I. Whether the proposer has met the criteria of the specifications, terms and conditions of this solicitation.

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. The City's Procurement Ordinance to include Section 2-194, Protest Procedure, can be found in its entirety on the City's website.

Questions

No answers will be given over the phone.

Questions regarding this solicitation should be submitted in writing and emailed to purchasing@georgetownsc.gov, no later than 2:00 PM EST (local time), Monday, June 26, 2023.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the sole responsibility of the proposer to contact the purchasing agent at 843.545.4043.

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line: **Electric Distribution Contractor Services**

Answers to questions will be posted on the City’s [website](#) as an Addendum no later than 2:00 pm EST (local time), Wednesday, June 28, 2023.

Schedule of Events

MILESTONE EVENT		TIME EST (LOCAL TIME)
1. Request for Proposal (RFP) issued	Wednesday, June 21, 2023	
2. Deadline for questions - emailed to: purchasing@georgetownsc.gov	Monday, June 26, 2023	2:00 pm
3. Deadline for addenda to be posted to the City's website, www.georgetownsc.gov , under “Bids”	Wednesday, June 28, 2023	2:00 pm
4. Proposal due date	Wednesday, July 5, 2023	On or before 2:00 pm

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding bid submittals directly from the [City’s website](#).

Procurement procedures are subject to the City’s procurement policies as outlined in Section 2-185 of the City’s Municipal Code (Chapter (Administration), Article IV (Procurement)). The City’s Procurement Ordinance can be found in its entirety on the [City’s website](#).

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post such notice on the City’s website and notify known participants. The City reserves the right to issue addenda to this solicitation up to two (2) days before the solicitation due date as needed to clarify the City’s desires or to make corrections or changes to the solicitation document or submittal process.

The City reserves the right to request additional information from any and all prospective bidders or individuals deemed necessary by the City to evaluate the bids. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original bid.

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

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

All information will be updated and posted on the [City's website](#).

It is the bidder's sole responsibility to obtain the information directly from the [City's website](#) regarding this project.

The bidder will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

The bid price shall be valid for a period of 60 calendar days from the date of bid opening.

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

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

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

The City's Purchasing Ordinance can be found in its entirety on the [City's website](#).

It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting quotes electronically**. It is the sole responsibility of the bidder to consider that their quote was submitted on time, and that their PDF file/files are not corrupt.

Submittals may be rejected if deemed non-responsive. To be considered responsive, interested parties **must** submit the following no later than the aforementioned deadline:

The City **WILL NOT** accept bids by:

Hard copy

Fax

Email

To be considered responsive, interested parties **must** comply with the following:

Submit proposal electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline, to include the following items. Submittal package must include **all** of the following items.

The PDF file upload limit is 5. If more than one PDF file is uploaded, each PDF file should be clearly labeled with the name of the respondent:

1. Bid Form (Exhibit A)
2. Complete initialed copy of this RFP document
3. Complete Mandatory Local Vendor Preference Form (Exhibit B)
4. Proof of Insurance Coverage
5. Background Information
6. List of work references
7. Detailed evidence of company's safety program
8. Evidence of company's training program
9. Statement of company's overtime/standby policy and availability during and after major storm events.

1. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the proposal, 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.
2. Proposal must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. **It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting quotes electronically. It is the sole responsibility of the bidder to consider that their quote was submitted on time, and that their PDF file/files are not corrupt.** Late quotes will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all quotes and to waive any informalities and technicalities in the quote process. No additional fees, costs, or any other reimbursable expenses will be allowed.

3. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the contractors submitting a proposal.
4. Any contractor may withdraw their proposal only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete Proposals may be rejected.
5. All costs incurred in preparing the proposal, 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.
6. Any proprietary information contained in the proposal should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as “PROPRIETARY INFORMATION” so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

7. Proposals 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 proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
8. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal 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 proposal 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.
9. 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.

10. 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 – itucker@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442

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

11. 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.
12. 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.
13. 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 proposal cost.
14. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).

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 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 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 proposal cost.

Exhibits Available

- A) Bid Form
- B) Mandatory Vendor Submittal Form