



REQUEST FOR QUOTE (RFQ)

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

DESCRIPTION: Transformers

DATE OF ISSUE: Wednesday, March 10, 2021

DUE: On or before 2.00 pm EST (local time), Wednesday, March 31, 2021

Quotes must be submitted electronically through the City's website, www.georgetownsc.gov. The City will not accept quotes by hard copy, fax, or email. It is the proposer's responsibility to obtain the information directly from the City's website regarding this RFQ.

For instructions on how to submit your quote electronically, please refer to Exhibit A, "How to register as a vendor", and Exhibit B, "How to respond to an online bid".

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COVID-19 Coronavirus Important Notice to Bidders

Pursuant to Governor Henry McMaster’s declaration of a State of Emergency on Friday, March 13, 2020, City of Georgetown offices are closed to the public.

Until further notice, all quotes **MUST BE** submitted electronically through the City of Georgetown’s website, www.georgetownsc.gov, under “Bids”. As always, quotes received after the due date and time will not be considered for any reason.

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

Hard copy
Fax
Email

Your quote must be submitted electronically to ensure it remains sealed until the scheduled bid opening date and time.

Background

The City of Georgetown is an incorporated municipality with a population of approximately 9,163 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 Stand”. 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. Georgetown 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.georgetownsc.gov.

Purpose

The City of Georgetown Electric Utility Department is requesting quotations for the following transformer units in the quantities specified.

The City reserves the right to adjust quantities due to budget limitations. We would prefer new units, but reconditioned units may be considered due to time constraints.

Please see “Bid/Quote Forms” at the end of this document and be sure to specify delivery/lead time and load/no-load loss data as well as purchase price in your quotation. We would prefer new units, but will consider reconditioned units if delivery time on new units is extensive. The City has the right to accept quotes for items separately.

Process

The award will be handled in the following manner:

1. The RFQ document will be available on our website, www.georgetownsc.gov, under “Bids”.
2. Quotes will be received and evaluated as described below.

Evaluation

Award shall be made to the best qualified, and lowest responsive and responsible bid. Along with purchase price, an evaluation of energy losses to determine an overall cost of ownership for each unit.

In determining lowest responsive and responsible bid, in addition to price, the Purchasing Agent, Department Head, and /or the City Administrator or designee shall consider:

- (a) The ability, capacity, and skill of the bidder to perform the contract to provide the items required;
- (b) Whether the bidder can provide the items 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 provided by the bidder;
- (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 requirements, terms and conditions.

The city reserves the right to award all items to one vendor, or to award individual items to different vendors based on lowest overall cost.

Questions

No answers will be given over the phone.

For questions regarding this RFQ, email aloveless@georgetownsc.gov, no later than 2:00 pm EST (Local Time), Wednesday, March 17, 2021.

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 bidder to contact the purchasing agent at 843.545.4043.

No questions will be accepted after the aforementioned deadline. All emails shall include the following in the subject line: **Transformers**

Answers to questions will be posted on the City’s website at www.georgetownsc.gov under “Bids” as an Addendum no later than 2:00 pm EST (local time), Monday, March 22, 2021.

Schedule of Events

MILESTONE EVENT		TIME EST (LOCAL TIME)
1. Request for Quote (RFQ) issued	Wednesday, March 10, 2021	
2. Deadline for questions - emailed to: aloveless@georgetownsc.gov	Wednesday, March 17, 2021	2:00 pm
3. Deadline for addenda to be posted to the City's website, www.georgetownsc.gov , under “Bids”	Monday, March 22, 2021	2:00 pm
4. Quote due date	Wednesday, March 31, 2021	On or before 2:00 pm
5. Purchase Order to be issued (tentative)	April 2021	

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 to obtain information regarding bid submittals directly from the city’s website, www.georgetownsc.gov.

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 at: <http://www.georgetownsc.gov/find/find-ordinances/>.

The city reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the city will post notice of such on the city’s website and notify known participants. The city reserves the right to issue addenda to this RFQ up to three (3) days before the RFQ due date as needed to clarify the city’s desires, or to make corrections, or changes to the RFQ document, or submittal process.

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

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

The city also reserves the right to accept or reject any or all bids 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.georgetownsc.gov, 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

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

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

1. Submit quote electronically through the City’s website, www.georgetownsc.gov, to include the following items:
 1. Complete initialed copy of this RFQ document
 2. Completed Mandatory Local Vendor Preference Form – (page 8)
 3. Completed Bid Forms for all 3 items, (pages 11 – 13)
2. Quotes must be received electronically through the City’s website, www.georgetownsc.gov, no later than the aforementioned deadline. No quote will be accepted after such time. It is the sole responsibility of the proposer to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility for delivery of quotes that are mailed, or submitted electronically. 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 bid process. No additional fees, costs, or any other reimbursable expenses will be allowed.
3. The City 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 proposers submitting a bid.
4. Any proposer may withdraw their bid by written request, at any time prior to the scheduled opening of responses. No proposer may withdraw Quotes for a period of sixty (60) days after the opening date. All proposers shall be subject to the approval of the City Council.

5. All costs incurred in preparing this quote, or costs incurred in any other manner by the proposer in responding to this RFQ, will be wholly the responsibility of the proposer. All materials and documents submitted by the proposer in response to this RFQ become the property of the City and will not be returned.

6. 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 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. Quotes must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid. Quotes having any erasures or corrections must be initialed in ink by the vendor.
8. Disqualification and Rejection of Bid – The City reserves the right to reject any bid from a proposer who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFQ documents, contract of similar nature, or to reject the bid from a proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth herein.
9. Assignment of Contract – Assignment to the selected proposer of any contract to be entered into in accordance with this RFQ will not be recognized by the City unless such assignment has prior written approval of the City.
10. Indemnification - The selected proposer 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.
11. Compliance With Law – The selected proposer 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.



MANDATORY 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 at: <https://www.georgetownsc.gov/wpfb-file/procurement>:

SECTION 2-185 COMPETITIVE SEALED BIDDING 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 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

(X) _____

Date

General Contractual Requirements

1. Force Majeure - The bidder shall not be liable for any excess costs if the failure to perform the contract or delivery of goods 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. Proposer Qualifications - Proposer must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFQ. The City of Georgetown reserves the right to make the final determination as to the proposer's ability to provide the services herein.
4. Proposer Responsibility – Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of the proposer to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFQ or to a contract.
5. Affirmative Action - The proposer 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 quotes may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the proposer:
 - 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 proposer, 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 proposer, the City reserves the right to purchase any and all items/services in default in open market, charging proposer with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT QUOTES OF THE DEFAULTING PROPOSER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposer Responsibilities - The proposer will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the proposer to be the sole point of contact with regard to all contractual matters.
9. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the proposer.
10. Contract Amendments - Amendments to any agreement between the City and the proposer must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
11. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
12. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposer 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.
13. Indemnity Provisions - Proposer 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 proposer’s performance thereunder.

Exhibits Available

- A) How to register as a vendor
- B) How to respond to an online bid



BID FORM

Request for Quotes

ITEM 1

Type II pad-mounted transformer, 50 kva, single-phase 12,470GY/7200 volts primary 120/240 volts secondary with copper secondary bushing wells (no spades necessary), dead-front, 95 KV BIL, loop feed with 2 single parking stands, bushing wells with inserts, bayonet fusing, no taps.

Quantity: 10

Quoted Manufacturer: _____

Quoted Price: _____ (new) _____ (reconditioned)

Delivery date: _____

Load Losses: _____ No-Load Losses: _____

Bidding Company name, signature and date: _____



BID FORM

Request for Quotes

ITEM 2

Type II pad-mounted transformer, 100 kva, single-phase 12,470GY/7200 volts primary 120/240 volts secondary with copper secondary bushing wells (no spades necessary), dead-front, 95 KV BIL, loop feed with 2 single parking stands, bushing wells with inserts, bayonet fusing, no taps.

Quantity: 9

Quoted Manufacturer: _____

Quoted Price: _____ (new) _____ (reconditioned)

Delivery date: _____

Load Losses: _____ No-Load Losses: _____

Bidding Company name, signature and date: _____



BID FORM

Request for Quotes

ITEM 3

Type II pad-mounted transformer, 167 kva, single-phase 12,470GY/7200 volts primary 120/240 volts secondary with copper secondary bushing wells (no spades necessary), dead-front, 95 KV BIL, loop feed with 2 single parking stands, bushing wells with inserts, bayonet fusing, no taps.

Quantity: 1

Quoted Manufacturer: _____

Quoted Price: _____ (new) _____ (reconditioned)

Delivery date: _____

Load Losses: _____ No-Load Losses: _____

Bidding Company name, signature and date: _____