



REQUEST FOR PROPOSAL (RFP)

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 NAME: LED Street Light Replacement – Contractor Personnel and Equipment

Project # 1916

DATE OF ISSUE: Friday, May 11, 2018

DUE: no later than 2.00 pm EST (local time) Thursday, May 31, 2018

Return by mail or hand deliver to:

City of Georgetown
Attn: Purchasing - Proposal
LED Street Light Replacement
Project #1916
1134 N Fraser Street
Georgetown, SC 29440

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.cogsc.com.

Project Description

The City of Georgetown, is accepting proposals for contractor personnel and equipment for the replacement of existing street lights or the installation of new street lights on existing poles. **Bid security and bid bonds are not required under this RFP. Local vendor preference shall not apply.**

Scope of Services

The City is replacing approximately 2,000 street lights with new LED luminaires. Work will be issued by map sheet indicating lights to be replaced or added. City will provide all materials (luminaires, arms, hardware, etc.). Bidders shall provide bucket trucks and personnel qualified to perform work at secondary (less than 600 volts) voltage levels. It would be desirable to have two buckets working simultaneously. All equipment shall be in good operating condition. 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 safety equipment and PPE.

Work shall commence as soon as possible after award of bid and could continue through the end of 2018. It is possible that the City may need to suspend work for brief periods due to lead time on acquisition of lights or due to the timing of funding availability. The initial contract/purchase order will be issued for the installation of 700 lights with the possibility of up to approximately 1400 additional lights.

Questions

For questions regarding the City’s Request for Proposal process or services sought, please submit questions in writing, via email to purchasing@cogsc.com no later than 3.00 pm, Monday, May 21, 2018. All submittals shall include the following in the subject line:

Questions – LED Street Light Proj #1916.

Answers to questions will be posted on the City’s website www.cogsc.com under “Bids” as an Addendum no later than 5.00 pm, Thursday, May 24, 2018. No questions will be accepted after the aforementioned deadline.

Process

The City of Georgetown will conduct the selection of a qualified and experienced contractor for the LED Street Light Replacement Project #1916 – Contractor Personnel and Equipment as described in this Request for Proposal (RFP). Award for this project will be handled in the following manner:

1. This document will be made available to interested contractors and accessible on the City’s website at www.cogsc.com under “Current Bids”.
2. The submittals will be received and evaluated as described in this RFP.
3. Once approved by mayor and council, the City of Georgetown will notify winning bidder of intent to offer contract award.
4. Due to the possibility of negotiation with any bidder submitting a reasonable and responsible bid which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices may not be divulged at the time of opening.

Project Schedule of Events

MILESTONE EVENT	DATE
1. RFP Issuance and advertisement	Friday, May 11, 2018
2. Deadline for questions to be posed to the City by interested participants and emailed to purchasing@cogsc.com	Monday, May 21, 2018 no later than 3:00 pm EST (local time)
3. Deadline for answers to questions to be posted to City’s website www.cogsc.com under “Bids”	Thursday, May 24, 2018
4. RFP Submittals Due	Thursday, May 31, 2018 no later than 2.00 pm EST (local time)
5. Approval of Contract by City Council (tentative)	Thursday, June 21, 2018
6. Start date of project (tentative)	June, 2018
7. Project Duration (tentative)	240 calendar days (8 months)

Faxed or emailed bids will not be accepted for any reason. 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.

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 RFP up to three (3) days before the RFP due date as needed to clarify the City of Georgetown’s desires, or to make corrections or changes to the RFP document or submittal process.

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

The bidder will acknowledge receipt of all issued addenda in their submittals, if applicable. The City 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.cogsc.com under "Bids". It is the bidder's responsibility to obtain the information directly from the City's website regarding this project.

Submittal Instructions

1. To be considered, interested parties must submit one (1) original and three (3) copies of this complete initialed RFP to include the completed Mandatory Vendor Submittal Form, and Bid Form.
2. Background information and Vendor References - the City requires a list of three (3) client references whose comparable projects the proposing contractor has completed in the last five (5) years with contact information. 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. Detailed evidence of company's safety program, evidence of company's training program, and evidence of worker's compensation and liability insurance must be provided.
4. All proposals should be **clearly marked on the outside of the submittal package**, "LED Street Light Replacement Project #1916".
5. It is the sole responsibility of the bidder to have their bids delivered to the City of Georgetown before the closing hour and dated. The City assumes no responsibility for delivery of bid/proposals that are mailed. Late, faxed, or emailed bids will not be accepted nor considered for any reason. The official clock shall be that of the City's Purchasing Agent, or designee. When the Purchasing Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.
6. All bids must be valid for a period of ninety (90) days following the bid opening date.
7. Bids must be submitted by bidder's own format and shall address all RFP requirements. Partial or incomplete bids may be rejected.
8. All costs incurred in preparing the bid, or costs incurred in any other manner by the bidder in responding to this RFP, will be wholly the responsibility of the bidder. All materials and documents submitted by the respondent in response to this RFP become the property of the City of Georgetown and will not be returned.
9. 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 produce the material. 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.”

10. Bid/Proposal 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.
11. Disqualification and Rejection – The City of Georgetown reserves the right to reject any bid/proposal of a bidder 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 of a bidder who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the bid that best meets the requirements as set forth herein.
12. Assignment of Contract – Assignment by the selected bidder of any contract to be entered into in accordance with this RFP will not be recognized by the City of Georgetown unless such assignment has prior written approval of the City.
13. Insurance Provisions – The selected bidder 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 LiabilityThe 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 bid to advise the City’s Risk Management Department at Fax No. 843.527.6173; email, sanderson@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the agreement.
14. Indemnification - The selected bid 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.
15. Compliance With Law – The selected bid 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, including but not limited to, SCDOT.
16. Business License and Permits - The selected bid shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, 843.545.4041. The Housing and Community Development Department may be reached at 843.545.4017. These expenses shall be included in the total bid cost.

Submittal Evaluation

Contracts shall be awarded to the best qualified, and lowest responsive and responsible bid/proposal. Local vendor preference shall not apply. In determining the best qualified, responsive and responsible bid/proposal, 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 bid 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 RFP; and
- (i) Whether the bid has met the criteria of the RFP specifications, terms and conditions of the RFP.

Proposer acknowledges receipt of the following addendum:

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Warranty

Contractor must guarantee all work and provide in writing a minimum of a one-year warranty commencing from the date all work is completed. Contractor and City shall agree and acknowledge the deadline for completing scope of work herein after mandatory site review which will enable the contractor to make its determination and submit such date on bid form. Accordingly, the contract period shall begin upon the notification of award.

Terms, Pricing and Payment

Prices quoted should include all labor and any and all equipment used in the performance of work, tax and applicable insurance, permits, or fees. Bid price must remain in effect for ninety (90) days from bid opening date. City reserves the right to accept all or part of this scope of work as budget allows and to make additions/removals as deemed necessary. Itemized invoices for services rendered should be submitted on a monthly basis. Payment terms are N30.

Non-Appropriation

In the event funds are not appropriated or become non-appropriated for an included fiscal year by City, it is agreed by the parties that any agreement resulting from this RFP will become null and void and the City's obligations cannot extend beyond the date of non-appropriation.

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. Bid 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 RFP. The City of Georgetown reserves the right to make the final determination as to the bid'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 RFP. 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 RFP or to a contract.
5. Affirmative Action - The bid 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 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 bid:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
 - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the bidder, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.
 - 7.4 Default – In case of default by the bidder, the City reserves the right to purchase any and all items/services in default in open market, charging bid with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING BID WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
8. Prime Bid Responsibilities - The bidder will be required to assume sole responsibility for the complete effort as required by this RFP. 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 RFP 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 bid.
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 bid as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the bidder, as determined necessary by the City. Pertaining to all audits, the bidder shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the bid 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 Bidder - Bidder represents, warrants, and covenants that:
 - (a) In providing the services bid shall utilize the care and skill used by members of bidder’s profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the bidder to the City shall have the qualifications, skills and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) Bidder is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - 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.
19. Insurance - The selected proposer will be required to provide and maintain proof of insurance throughout the project 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)
 - Professional Liability
 - Comprehensive Auto Liability (per occurrence)
 - Workers’ Compensation Liability (as required by State of South Carolina statutes)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 an Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City’s Risk Management Office at Fax No. 843.527.6173; email sanderson@cogsc.com; PO Box 939; Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of an agreement.
20. City Business License and permits - The selected proposer shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing.**

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 proposal cost.

21. Bid and Performance Bonds – 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 one hundred thousand dollars (\$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 one hundred thousand dollars (\$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 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 (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.

The Purchasing Agent shall make the award of bid after obtaining the recommendation from City Council. The award letter shall be issued by the Purchasing Agent or designee to the lowest responsible and responsive bidder meeting the requirements set forth in the Invitation for Bids.

- (a) The division/department head is responsible for obtaining the required insurance certificates and Business License verification for submittal to the Purchasing Agent and Risk Manager for approval.
- (b) A bid may be canceled and/or all bids rejected upon written recommendation of the division/department manager, and approval of the Purchasing Agent.



BID FORM

LED STREET LIGHT REPLACEMENT PROJECT #1916

UNIT PRICE BID SHEET

- | | |
|--|-------|
| 1 - Replace existing light, no arm replacement | _____ |
| 2 - Replace existing light and 4' arm | _____ |
| 3 - Replace existing light and 6' arm | _____ |
| 4 - Replace existing light and 10' arm | _____ |
| 5 - Install new light and 4' arm on existing pole | _____ |
| 6 - Install new light and 6' arm on existing pole | _____ |
| 7 - Install new light and 10' arm on existing pole | _____ |