

**CITY OF FLORENCE SOUTH CAROLINA  
REPLACEMENT EMERGENCY GENERATOR  
REQUEST FOR PROPOSAL 2015-10**

Sealed proposals will be received in the City of Florence, Finance Department, 324 West Evans Street, Florence, South Carolina, 29501 until **March 18, 2015 at 10:00 am** for the replacement of an emergency generator at Fire Station #3, located at 1321 Edisto Drive, Florence, SC. All proposals are subject to the provisions of the conditions outlined in this bid document.

Proposals shall be opened promptly at the above stated time and date and their contents will be made public for the information of the Respondents and others properly interested. The proposal will not be awarded until the Purchasing Agent and the applicable Department Director have had ample time to review each proposal.

Proposals must be submitted in a sealed envelope with "RFP No. 2015-10 Replacement Emergency Generator" clearly marked on the outside of the envelope for easy identification by the City of Florence. Any proposals received later than the specified time will not be accepted/considered. The city will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason. Proposals submitted by mail, Federal Express, United Parcel Service, etc. must meet these same requirements and should be addressed to:

**City of Florence  
Finance Department  
324 West Evans Street  
Florence, SC 29501**

The City of Florence reserves the right to engage in discussions with or request additional information from any or all responsible Respondents who submit proposals which appear to be eligible for award, for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements herein.

The RFP (Request for Proposal) is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time.

The final selection and contract negotiation rests solely with the City.

This solicitation does not commit the City of Florence to award a contract/purchase order, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services. The City of Florence reserves the right to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest.

Lynwood F. Givens  
Purchasing Agent

## **INSTRUCTION FOR PROPOSERS:**

All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes to the Purchasing/Contracting Office no later than the time and date indicated above. Proposals received after the time and date indicated above will not be considered. Faxed proposals will not be accepted under any circumstances.

The City will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the City Purchasing Agent. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Florence shall not be legally bound by any amendment or interpretation that is not in writing.

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

**DEFINITIONS:** Responsible Respondent means a respondent who has the capability in all respects to fully perform contract requirements, and the integrity and reliability which will assure good faith performance.

Responsive Respondent means a respondent who has submitted a proposal which conforms in all material respects to the Request for Proposal.

**PROTEST PERIOD:** Any actual or prospective respondent, RESPONDENT, or contractor who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective respondent, RESPONDENT, or contractor wishes to protest, the formal protest must be submitted in writing and must be received by the City *no later* than seven (7) days from the date that the aggrieved actual or prospective respondent, RESPONDENT, or contractor has been informed of the proposal results by the Purchasing Agent. Protests received by the City following the seven (7) days after the proposal results have been released by the Purchasing Agent will not be considered by the City.

**CHANGES:** Any changes in this Request for Proposal after the purchase order/contract agreement has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the vendor. Any changes to the specifications in this request for proposal package shall be in writing and an addendum will be distributed to all prospective respondents so each respondent can compete equitably.

**INQUIRIES:** Questions concerning this request for proposal should be directed to the City Purchasing Agent, Lynwood F. Givens in writing by e-mail at [lgivens@cityofflorence.com](mailto:lgivens@cityofflorence.com). The deadline for the submission of all inquiries is March 13, 2015 at 5:00 pm. Any changes to the specifications in the proposal package shall be in writing and an addendum will go out to all prospective respondents so each bidder can compete equitably.

**OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated

and prepared for the City of Florence pursuant to this contract/purchase order shall belong exclusively to the City of Florence.

**A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at [www.cityofflorence.com](http://www.cityofflorence.com)**

**MANDATORY PRE-PROPOSAL CONFERENCE:**

A pre-bid conference will be held on **March 13, 2015 at 10:00 am at Fire Station #3, 1321 Edisto Drive, Florence, SC.** The purpose of the pre-proposal conference is to review the scope of work, specifications, and to receive questions from interested vendors. **Attendance by a responsible representative of the firm is required at the pre-proposal conference. Firms not properly represented at the pre-bid conference will not be considered for evaluation.**

An alternative to a performance bond is appropriate. A general liability insurance policy with a binder for "completed operations" and premises policy rider will be sufficient to cover the cost to complete the project.

**NUMBER OF PROPOSALS SUBMITTED:**

Each Vendor must submit four (4) copies of the proposal. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note "Original" on the original proposal. All proposals shall include an itemized statement of materials to be utilized.

**AWARD OF CONTRACT:**

Selection shall be made of one or more Respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below. Negotiations shall be conducted with the Respondents so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Respondent so selected, the Fire Department shall select the Respondent(s), which in its opinion, has made the best proposal, and make a recommendation to City Purchasing Agent that a contract(s) be awarded to the Respondent. All contracts shall be accordance with the laws of the State of South Carolina. The City of Florence may cancel this RFP; reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Purchasing Agent and the Fire Department determine in writing, and in its sole discretion, that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.

**EVALUATION PROCEDURE:**

All proposals will be evaluated and ranked by the Fire Department. The Fire Department will make the final recommendation to the approving authorities of the City of Florence. Negotiations and/or award of a contract may be initiated without further contact with other Respondents.

**BASIS FOR AWARD:**

The Fire Department will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Department will evaluate each proposal and individual coverage selections and will rank them according to the Evaluation Criteria. The Fire Department may make such reasonable investigation, as it deems proper and necessary to determine the ability of the Respondent to perform the work/services.

**SELECTION PROCESS:**

The City shall select the most qualified Respondent based on the Evaluation Criteria listed in this solicitation. In making this decision, the City shall consider all established evaluation criteria listed herein. Each response shall be subject to the same review and evaluation process.

**RFP EVALUATION CRITERIA:**

Each submittal will be evaluated based on the following required information.

Criteria	Weight
A. Qualifications/Experience with This Type of Work	10%
B. Use of Existing Equipment as Appropriate	20%
C. Detailed Approach to Work	20%
D. Warranties	20%
E. Cost	30%

Each category will be scored by the evaluators on a 0-100 point scale.

**PERFORMANCE BOND:**

A performance bond in the amount of the full amount (100%) of the contract price shall be executed and submitted to the Purchasing Agent within 15 days from contract award date. Cash or a certified check, in the full amount of the contract price, may be submitted as part of the contract in place of a bond within 15 days from contract award date. Failure of the contractor to satisfactorily fulfill their obligations shall be cause for the forfeiture of the guaranty.

**TAXES:**

The City of Florence pays SC Sales Taxes in the amount of 8%. However, the City of Florence is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **Include all taxes with your response.**

### **BUSINESS LICENSE REQUIREMENT:**

Entities that provide goods and services within the City limits are required to have a business license. The successful contractor/company will be required to contact the Business License Office, 324 West Evans Florence, SC 29501 prior to commencement of work. The Business License Office's phone number is (843) 665-3173 and its Fax number is (843) 665-3171. The City's business license application can be viewed at the following URL:

<http://www.cityofflorence.com/docs/documents-city-council/download-and-print-the-business-license-application-.pdf?sfvrsn=0>

### **INSURANCE REQUIREMENTS:**

The successful respondent shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The successful respondent shall agree to maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Purchasing Agent by an appropriate certificate-of-insurance issued by the successful respondent's insurance agent.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the successful respondent.

The successful respondent shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than the minimum allowed by South Carolina law, and in case any such services are sublet, the successful respondent shall require the subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of the subcontractor's employees to be engaged in such services.

**Scope of Work:**

Vendor will provide and install an emergency generator at Fire Station #3, located at 1321 Edisto Drive, Florence, SC. The vendor shall determine appropriate generator size by evaluating the existing conditions at Fire Station #3, and sizing generator to the existing load in the emergency panel. The vendor shall propose the use of a natural gas powered generator unless the evaluation of existing conditions deem the use of natural gas as unfeasible. The vendor shall attempt to utilize existing switchgear and other accessories, including but not limited to remote monitoring points, generator pad, etc. as much as possible in the provision of a new generator. Upon completion of generator installation, the vendor shall test and certify the system as ready and operational. The vendor shall remove and dispose of existing generator. The vendor is responsible for obtaining any and all permits that may be required for this project.