



Gateway to the Mountain Lakes Region

City of Westminster, South Carolina

Request For Bids

Electric Utility Contractors

Posting Date: August 3, 2021

The City of Westminster, South Carolina is requesting bids from Electric Utility Contractors, licensed in the State of South Carolina, to perform electric utility contract services.

Bid Request

Sealed bids will be received by the Utilities Director of the City of Westminster, South Carolina until 2:00 PM local time on August 20, 2021 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory.

The bid opening will begin promptly at the appointed time in Westminster City Hall, located at 100 E. Windsor Street, Westminster, South Carolina 29693. No bid may be submitted after the bid opening begins. The bids must be in the Conference room at the time of the bid opening and it is the sole responsibility of the bidder to ensure that the bid arrives in the correct place on time. Emailed bids will not be accepted.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

Bids may be mailed to City of Westminster, Attn: Utilities Director, 100 East Windsor Street, Westminster, South Carolina 29693 or hand delivered to the same, prior to the appointed time of the bid opening.

All bids must be in a sealed envelope and marked "Electric Utility Contractor Services; 2:00 PM local time on August 20, 2021

Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

City Contact

If you have any questions regarding the terms or conditions contained herein, please contact westinfo@westminstersc.org.

All addenda, questions and answers will be posted on the City's website. It is the responsibility of the bidders to check the website for any of this information prior to submitting a bid.

Qualified Vendor

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet all requirements for licensing, insurance and service contained within this request.

Insurance

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Illegal Immigration Reform Act Compliance

The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the City of Westminster any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.

Indemnification

Company shall indemnify and hold City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

Non Appropriation of Funds

This Agreement shall be subject to the availability and appropriation of funds by the Administrator, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement

MWBE Statement

To promote free competition and equal opportunity, the City of Westminster is committed to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the City of Westminster. The city encourages and invites small, woman-, and/or minority-owned businesses located inside and outside the

city limits to participate in the city's procurement process. It is the policy of the city to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

City Business License

The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business License Office at 864-647-3212 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

Local Purchasing

It is the intent of the City of Westminster to promote the use of local businesses and hiring citizens living within Oconee County when possible.

The city may grant preference to local vendors of goods and services whose bid price or quote amount is within 5% of the lowest bid or quote received. A "local vendor" is defined as one whose physical headquarters is located in Oconee County, South Carolina.

COMPANY _____

Authorized Signature:

PRINT NAME AND TITLE: _____

SIGNATURE _____ DATE _____

Instructions to Bidders Purpose: The purpose of this document is to provide to potential bidders general and specific information in submitting a bid to supply the City's needs as listed within.

1.1 Definitions:

A) Bidder: This term is used to encompass the party seeking to have an agreement with the City of Westminster. B) City: This term is defined as the City of Westminster, South Carolina. All Communications relating to the bid process or the resulting purchase should be directed to the City's Utility Director or to their designated contact. C) Purchase: This term means the agreement to be executed by the City and the successful bidder.

1.2 Bid Preparation: All bid responses shall be

A) Prepared and submitted on the forms enclosed herein, unless otherwise prescribed. B) Typewritten or completed in ink, signed by the bidding firm's authorized representative with all erasures or corrections initialed and dated by said signer. C) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Bid Request. D) Each bid shall include the name, address, telephone number, fax number and email address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.

1.3 Bid Submission: two (2) copies of the Bid Response shall be:

A) Submitted in a single sealed envelope with the following information written on the outside of the envelope: * The name of the bidding company; * Identification of items being bid; date and time of bid opening. B) Mailed or delivered to the address shown in the Bid Request for receipt by the City by the stated deadline. C) Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

1.4 Failure to bid: Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name be retained or removed from the City's bid list for future solicitations.

1.5 Errors in Bid: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern.

1.6 Award Criteria: The award shall be made to a single bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. The City reserves the right to make such decision as it deems to be in its own best interest. The City alone shall make such determination.

1.7 Compliance with laws: The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

1.8 Local Providers: Contractors submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

Scope of Work Requirements

Contractor to provide equipment and personnel to complete:

1. Completion of 4.16 to 12.47KV distribution system
2. New Circuit 1204 substation exit construction
3. Existing Circuit 1203 right of way reconstruction
4. Existing Circuit 1201 "Chau River Circuit" right of way reconstruction

Contractor crew work/equipment requirements are:

- a. Crew of 4 personnel able to work 12.47KV energized facilities and occasional emergency restoration during regular work hours.
- b. Replacement and reframing of distribution poles with 15KV equipment
- c. Replacing 2.4 KV transformers with 7.2KV overhead and underground transformers single phase and three phase
- d. Transferring secondary and primary conductors
- e. One line truck
- f. One bucket truck able to work 50' poles.

The City of Westminster shall provide all distribution materials necessary for the projects. The successful contractor may utilize the Westminster Operations Center parking for distribution line equipment. The Utilities Director shall have full authority concerning all line construction operations and safety required for personnel and property protection. Construction/work shall be in accord with the latest National Safety Code, National Electric Code and generally accepted Distribution Lineman practices. The successful Contractor shall cooperate through the City's Utility Director with other utility company operations such as telephone, cable TV, etc.

Bid must include the company's weekly rate in accord with the above "Crew and equipment" requirements which will be needed for approximately two months during September, October, November time frame.

(see next page)

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____