PROPOSAL NOTICE

You are invited to submit proposals in accordance with the requirements of this solicitation, which are contained herein. In order to be considered, proposals must be received by the Purchasing Department no later than **2:00 p.m. January 23, 2020**, at which time respondents to this request will be publicly identified. No information will be released other than the names of the respondents at the opening.

An official authorized to bind the offeror must sign the proposals.

This solicitation does not commit the North Charleston Sewer District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so.

Kimberly Caver
Purchasing Manager
GENERAL INSTRUCTIONS

The following terms and conditions will prevail unless otherwise modified by the District within this proposal document. The North Charleston Sewer District reserves the right to reject any proposal which takes exception to these terms and conditions.

1. **PREPARATION, SUBMISSION AND WITHDRAWAL OF PROPOSALS:**

1.1 Proposals are to be sealed and marked "GROUNDING AND LIGHTNING PROTECTION EVALUATION RFP" on the outside of the envelope, and either delivered/shipped to - Purchasing Department, 7225 Stall Road, North Charleston, SC 29406; or mailed to - Purchasing Department, North Charleston Sewer District, P. O. Box 63009, North Charleston, SC 29419. Failure to mark proposals as described above may result in premature opening of, or a failure to open, such proposals. Proposals that are received by email, FAX or other facsimile transmittal will not be accepted for consideration. If you are submitting by means of a special or overnight delivery service such as Federal Express or UPS, place your sealed envelope containing the proposal inside the envelope provided by the carrier, and your envelope should be marked as set forth above. NCSD will not be responsible for Proposals not delivered on time by the U.S. Postal Service or any carrier. The offeror is responsible for getting the Proposal to NCSD prior to opening.

1.2 If erasures or other changes appear on the document, each erasure or change must be initialed by the person signing the proposal.

1.3 Proposals may be withdrawn by written request received from the offeror prior to the time set for the opening of proposals.

1.4 All prices quoted in the proposal will be firm for a minimum of ninety (90) days after opening unless otherwise stated in the RFP.

1.5 NINE PERCENT (9.0%) SALES TAX MUST BE INCLUDED for materials but listed separately. NCSD is NOT exempt from sales tax.

1.6 Firms residing outside South Carolina will comply with requirements of the South Carolina Tax Commission in which a tax ID or bond may be required, or 2 percent will be withheld from all payments and submitted to the S.C. Tax Commission on your behalf.

2. **NEGOTIATIONS AND CHANGES:** Any additions, deletions, modifications or changes made to this RFP will be processed through the District Purchasing Manager. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of the contract.
3. **RESERVATIONS:**

3.1 The District reserves the right to reject any and all proposals received, to waive all technicalities, or to negotiate separately in any manner necessary to serve the best interests of the District. It also reserves the right to be the sole judge of the suitability of all proposals for use by the District.

3.2 The District reserves the right to reject or otherwise disregard any ambiguous proposals, which are uncertain as to terms, delivery, quantity or compliance with specifications.

4. **AWARD:** An award resulting from this request will be made to the most responsive and responsible offeror whose proposal is determined to be most advantageous to the District, taking into consideration evaluation factors set forth; however, the District reserves the right to reject any and all proposals received and in all cases, the District will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP. The successful offeror will be notified of acceptance by a notice of award.
SUBMISSION OF QUESTIONS
All questions, request for information or requests for clarification regarding this RFP must be submitted in writing and emailed to purchasing@ncsd.sc.gov with a subject line of “QUESTIONS – Grounding and Lightning Protection Evaluation RFP” and received no later than 10:00 am EST on January 16, 2020. After this date no further questions, requests for information or requests for clarification will be addressed. After all written requests have been received, a written response will be emailed to all potential offerors and will be posted on the NCSD Purchasing website (http://www.ncsd.sc.gov/purchasing).

Mark envelopes on questions mailed: QUESTIONS
Title: Grounding and Lightning Protection Evaluation RFP
Attn: Kimberly J Caver

SEND QUESTIONS/PROPOSALS TO:

MAIL TO: HAND DELIVER/EXPRESS:
North Charleston Sewer District North Charleston Sewer District
PO Box 63009 7225 Stall Road
North Charleston, SC 29419  North Charleston, SC 29406
Attn: Kimberly J Caver Attn: Kimberly J Caver

E-MAIL ADDRESS:
purchasing@ncsd.sc.gov

PART I GENERAL INFORMATION

A. Proposals will be considered as specified herein, or attached hereto, under the terms and conditions of this proposal.

B. Proposal must be made in the official name of the firm 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.

C. Offerors are to include all requested information and are encouraged to include any additional information they wish to be considered.

D. ONE (1) ORIGINAL AND 5 COPIES OF YOUR PROPOSAL ARE REQUIRED.

E. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), prices will not be divulged at time of opening.
F. Sealed proposals will be received by the District until 2:00 p.m. local time on the opening date shown.

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal, the Proposal Notice Name specified in this RFP and the proposal opening date and time.

PART II

SCOPE OF PROPOSAL

It is the intent of the District to solicit proposals for a Grounding and Lightning Protection Evaluation in accordance with all requirements stated herein.

All proposals should be complete and carefully worded and should convey all the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the District and the District alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

PART III

Background

The District is a publicly owned utility created in 1972 by act of the SC State Legislature, governed by a Board of Commissioners that provides retail and wholesale wastewater service to over 31,000 customers in the City of North Charleston and nearby communities, with a service area of approximately 60 square miles. The District owns, operates, and maintains 60 pump stations and one WWTP with multiple buildings.

Over the past several years, the District has seen an increase in lightning related damage. This is partly due to more sensitive equipment at the facilities and partly due to the age of the existing lightning/grounding protection.

PART IV

SCOPE OF EVALUATION

1. Evaluate the existing grounding and lightning protection at the WWTP and 26 critical pump station sites.
2. Recommend repairs, replacements or enhancements to the grounding and lightning protection at each site
PART V

QUALIFICATIONS

It is the intent of the District not to award this contract to any company that does not furnish satisfactory evidence that they have successfully completed projects of this type and magnitude, and that they have sufficient capital, equipment and personnel to enable them to complete the required work successfully within a reasonable time.

PART VI

CONTRACT TERM/OPTION TO EXTEND

The contract period shall be six (6) months from the award date.

PART VII

PROPOSAL CONTENTS

All responses must include, at a minimum, the following information presented in the listed order. The proposal must include 1 original and five separate copies.

1. Past experience on similar projects
2. Resume of personnel that will perform the work.
3. A minimum of five (5) references including current contact names and phone numbers. Include specific dates and a brief description of the services provided.
4. Detailed approach to performing the work.
5. Timetable for performing the work.
6. Total cost for the evaluation and recommendation of repairs, replacements or enhancements at each site. Indicate fixed rates for personnel applied to the project and prepare a detailed work scope and analysis tasks with the estimated fee or the upper fee limit for the stated scope. This cost information must be provided in a separate envelope.

PART VIII

AWARD CRITERIA

Proposal will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

1. Experience of firm and team.
2. Approach to work.
3. Work schedule
4. Warranty
5. Cost
PART IX

CONTRACTUAL REQUIREMENTS

1.0 FORCE MAJURE: 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 restricted to acts of God or public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, 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. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

2.0 OFFEROR'S QUALIFICATION: Offeror must, upon request of the District, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The District reserves the right to make the final determination as to the offeror's ability to provide the services requested herein.

3.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

4.0 TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the District provided a thirty (30) days advance notice in writing is given to the contractor.

4.1  Non-Appropriations: Funds for this contract are payable from District appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the North Charleston Sewer District.

4.2  Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

4.3  Cause: Termination by the District for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.
a. **Default:** In case of default of contractor, the District reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. **SHOULD SUCH CHARGE BE ASSESSED, NO OTHER BIDS/PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**

5.0 **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The District will consider the contractor to be the sole point of contact regarding contractual matters.

5.1 **PERMITS AND REGULATIONS:** The contractor will procure and pay for all permits (including but not limited to building permits), bonds, licenses, and approvals necessary for the execution of the contract. The contractor will comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

6.0 **SUBCONTRACTING:** If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization(s) and the contractual arrangements made therewith. All subcontractors must be approved by the District. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror. All subcontractors must be licensed in South Carolina for the work they are performing.

7.0 **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

8.0 **INDEMNIFICATION:** The North Charleston Sewer District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the District or failure of the District to comply with the offer as outlined in the offeror’s proposal.

9.0 **COMPLIANCE WITH FEDERAL REQUIREMENTS:** State or Federal requirements that are more restrictive shall be followed.

10.0 **PURCHASING LIABILITY:** The District is acting under the authority given to it in the North Charleston Sewer District Purchasing Resolution to procure contracts. The resulting contract is between the District and the successful offeror, and the District bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

11.0 **CONTRACT AMENDMENTS:** Amendments to any contract between the District and the contractor must be reviewed and approved by the District.
12.0  **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the District.

13.0  **RECORDS RETENTION & RIGHT TO AUDIT:** The District 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 the contract.

13.1 The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this RFP.

13.2 Pertaining to all audits, contractor shall make available to the District access to its computer files containing the history of 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 District.

14.0  **PAYMENT TERMS:** The District’s normal payment terms are net 30 days from date of receipt of invoice. The District processes approved payments every two weeks.

**PART X**

**SPECIAL INSTRUCTIONS**

1.0  **INTENT TO PERFORM:** It is the intent and purpose of the District that this request permits competition. It shall be the offeror's responsibility to advise the District if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the District within fifteen (15) days of the date of issue. A review of such notifications will be made.

2.0  **RECEIPT OF PROPOSAL:** Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the District. Any proposals received after the scheduled opening date and time will be immediately disqualified.

3.0  **PREPARATION OF PROPOSAL:**

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the District. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the District and the District alone, will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the
requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.

4.0 DISCUSSION/NEGOTIATION: By submission of a proposal, offeror agrees that during the period following issuance of a proposal and prior to final award of contract, offeror shall not discuss this Procurement with any party except the District Purchasing Manager. Offeror shall not attempt to discuss with or attempt to negotiate with the using Department any aspect of the procurement without prior approval of the NCSD Purchasing Manager.

5.0 AMENDMENTS:

5.1 VERBAL COMMENTS OR DISCUSSIONS BY THE DISTRICT RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFEROR'S.

5.2 If it becomes necessary to revise any part of the RFP, an amendment will be provided to all eligible offerors.

6.0 ORAL PRESENTATIONS: Offerors may be requested to make oral presentations of their proposals to the District. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the North Charleston Sewer District for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. If funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the District's right to pursue and contract for alternate solutions and remedies as deemed necessary by the District for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the District, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in
all cases, the District will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

9.0 SUBMITTING CONFIDENTIAL INFORMATION:

9.1 OVERVIEW / APPLICABLE STATUTES: Under the South Carolina Freedom of Information Act ("FOIA"), certain documents an Offeror submits to the District may be subject to public disclosure. All references are to the South Carolina Code of Laws, which is available on the internet at: http://www.lpitr.state.sc.us/code/statmast.htm. Offerors are urged to become familiar with FOIA (Title 30, Chapter 4 of the Code).

Commercial or financial information obtained in response to this RFP, which is privileged and confidential, is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include: (1) customer lists; (2) design recommendations and identifications of prospective problem areas under an RFP; (3) design concepts, including methods and procedures; (4) biographical data on key employees of the offeror.

9.2 INSTRUCTIONS: In determining whether to release documents, the District will rely on Offeror's marking of documents, as required by these instructions, as being either "CONFIDENTIAL" or "TRADE SECRET". For every document Offeror submits in response to or with regard to this solicitation, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is a trade secret as defined in Section 30-4-40(a)(1) of the FOIA. For every document Offeror submits in response to or regarding this solicitation, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are protected, do not mark the entire page.

9.3 CONSENT TO RELEASE: By submitting a bid or proposal, Offeror (1) consents to the release of documents unless Offeror conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a bid or proposal, documents submitted to clarify either a bid or proposal, and documents submitted during negotiations), unless the document is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL", (3) agrees that any information not marked, as required by these instructions, as a "TRADE SECRET" is not a trade secret as
defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any prices used to determine the award are subject to public disclosure. By submitting a proposal, Offeror agrees to defend, indemnify and hold harmless the North Charleston Sewer District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “CONFIDENTIAL” or “TRADE SECRET”.

10.0 RIGHT OF NON/COMMITMENT OR REJECTION: This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so.

11.0 RIGHT TO PROTEST: Any offeror desiring to exercise rights under Article VIII, Section 8.01, paragraph (1), of the North Charleston Sewer District Purchasing Resolution, (Authority to Resolve Protested Solicitations and Awards), which states “Any actual or prospective bidder, offeror or contractor who is aggrieved in any connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto but in no event later than fourteen (14) days after the opening of bids or proposals”, should direct all correspondence to Kimberly J Caver, North Charleston Sewer District, North Charleston, SC. 29419.

12.0 COST: Cost submitted with proposal shall be firm for a period of at least 90 days from the closing date.

13.0 UNSUCCESSFUL OFFERORS: Offerors not awarded a contract under this solicitation, may request return of the copies of their proposals within ten (10) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, copies of all materials will be destroyed. In all instances, the Purchasing Department will retain the original offer for file.

14.0 DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors, whose proposals, in the District’s sole judgment, need clarification shall be accorded such an opportunity.

15.0 TAXES: The North Charleston Sewer District is not exempt from sales or use taxes. All proposals shall show 9% South Carolina Sales or Use tax as a separate item for all materials included.
PART XI

OTHER INFORMATION

None

PART XII

INSURANCE, LICENSE, AND SAFETY REQUIREMENTS

Contractors will not commence work until giving proof of all required insurance, to the limits set forth as follows:

1. **Worker's Compensation** as required by State law.

2. The contractor will be responsible for obtaining all licenses and/or permits required and necessary to fulfill the contract.

3. The Contractor shall notify the Owner immediately of any injuries or property damage during progress of the Work.

PART XIII

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue or visit the Department’s website at www.sctax.org.

This notice is for informational purposes only. The North Charleston Sewer District does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section of the State of South Carolina, or to the South Carolina
Department of Revenue, Registration Unit, in Columbia, S.C. All withholding questions should be directed to the Withholding Section.