



COMMISSIONERS OF PUBLIC WORKS
COMMISSIONERS: GENE P. HANCOCK, MICHAEL G. MONAGHAN, HENRY O. WATTS
MANAGER: STEVE D. REEVES, JR.

Greenwood CPW: Instructions to Bidders: November 1st 2010

It is the policy of Greenwood Commissioners of Public Works to solicit sealed bids for all expenditures over \$10,000.00. The instructions documented herein pertain to solicitation and presentation of sealed bids when required; Greenwood Commissioners of Public Works (CPW) bid solicitations are made upon and subject to the following conditions, if applicable, unless otherwise noted in the solicitation:

1. Definitions

- 1.1 Greenwood Commissioners of Public Works: A non-profit municipality in business to provide clean water, natural gas and electrical service to the businesses and citizens living in and around Greenwood, South Carolina.
- 1.2 Solicitation – including but not limited to: Invitation for Bid, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Information, Request for Interest, or such other request as defined by Greenwood CPW.
- 1.3 Bidder - a person, firm, or entity that submits a Response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 1.4 Response - a complete, properly signed offer to a Solicitation, which if accepted, would bind the Bidder to perform the resultant contract.
- 1.5 Buyer - The individual assigned to the Solicitation and designated to purchase goods and services for Greenwood CPW.

2. Preparation of Bids

- 2.1 Bidders are expected to examine the complete solicitation and all attachments including drawings, specifications and instructions. Failure to do so is at bidder's risk.
- 2.2 Bidders shall furnish information required by the solicitation in the form requested. Greenwood CPW reserves the right to reject responses with incomplete information or which are presented on a different form.
- 2.3 All responses must be legible. A legally authorized company representative shall sign all responses in the appropriate location. Erasures or other changes must be initialed by the person signing the response. Signature on response certifies that the bidder has read and fully understands all specifications and instructions and agrees to all terms and conditions stipulated in the solicitation.
- 2.4 Prices shall be entered in spaces provided on the form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.
- 2.5 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to Greenwood CPW. Requests for such interpretation shall be made in writing to the appropriate Buyer identified in the solicitation. Every interpretation made shall be in the form of an "addendum" to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by Greenwood CPW to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the solicitation or the bidder's response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon CPW.
- 2.6 Bidders or potential bidders are required to coordinate administrative questions and discussions concerning solicitations through the appropriate Buyer identified in the solicitation. Questions and discussions related to technical matters may be coordinated through the appropriate Department Director or his designee, with the

knowledge and approval of the Director of Purchasing, CPW. Failure to comply with this requirement is grounds for the bidder's disqualification.

- 2.7 Unless otherwise stipulated, the bidder's response is in strict accordance with CPW specifications and terms and conditions of the solicitation. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder's risk and CPW may determine the bidder to be non-responsive.

3. Submission of Bids

- 3.1 Typically, responses, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure the arrival in Greenwood CPW Purchasing Department on or before the due date and time set forth in the solicitation. Only if indicated in the solicitation will facsimile or e-mail bids be accepted and under no circumstances will telephone or oral bids be accepted.
- 3.2 Responses may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the time and date for receipt of the solicitation. Telephone, e-mail, and facsimile modifications or withdrawals are not permitted. Withdrawn responses may be resubmitted, with or without modifications, up to the solicitation due date and time. No responses may be withdrawn after the due date and time without the express authorization of Greenwood CPW Purchasing Department.
- 3.3 Responses received after the designated time and date in the solicitation will not be considered. Responses will be publicly opened and read in accordance with the solicitation.
- 3.4 Bidders shall show the solicitation due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.

4. Specification Requirements

- 4.1 Unless otherwise specified in the solicitation, all items are to be new, unused, and not remanufactured in any way.
- 4.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the solicitation, it is for the purpose of item identification and to establish standards of quality, style, and features. Responses on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the response. Exclusion of this material may be grounds to reject the bid. Greenwood CPW will be the sole judge of equality and suitability.
- 4.3 Unless stated otherwise in the solicitation, alternates will be considered. Alternates may be made in addition to responding to the solicitation or as the only response to the solicitation. However, CPW is under no obligation to consider or accept an alternate and it reserves the right to reject any and all such responses. Any alternative must be explicitly and clearly labeled.
- 4.4 CPW reserves the right to request samples of any or all items in order to determine compliance with the specifications. The bidder must provide the samples at no charge to CPW. Samples are non-returnable and failure to comply may be cause for rejection of the response. Samples must be received in the Purchasing Office, unless requested otherwise, within seventy-two (72) hours of the request.
- 4.5 A field demonstration of the equipment/products/installation and training that are being bid may be required for evaluation purposes. Such demonstration will be at the bidder's expense and shall be given at Greenwood CPW, Greenwood SC, or at a site where the equipment/products/installation is functioning in a similar manner and environment to that in which it would be used at CPW. The demonstration must take place within forty-eight (48) hours of request unless other arrangements are agreed to by CPW. Failure to comply with this request may be grounds for elimination of the bid response from consideration in the award.
- 4.6 CPW reserves the right to request any or all bidders to give an oral presentation of their equipment/products and services which would include a detailed analysis of how each of the requirements described in the bid proposal will be addressed, for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, bidders are cautioned that the Purchasing Department is not required to request clarification; therefore, all bid proposals should be complete and meet all submittal requirements indicated in the bid specifications. CPW reserves the right to award this contract based on bid proposal responses without discussion. The presentations, as solely determined by CPW will be scheduled by the CPW Purchasing Department prior to the award of the contract.

- 4.7 Bidders shall clearly delineate any deviations or exceptions from the specifications.
- 4.8 Except as otherwise provided in the solicitation, all prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 4.9 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. CPW reserves the right to purchase more or less than the estimated quantities. CPW is obligated only for those quantities ordered.
- 4.10 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 4.11 All offers shall be F.O.B. destination, freight prepaid and allowed.
- 4.12 CPW reserves the right to require a performance bond from the successful bidder at the discretion of the Buyer. Unless specified to the contrary in the bid documents, the cost of the bond shall be paid for entirely by the successful bidder.
- 4.13 The apparent silence of this specification and any supplemental specifications as to any details, or the omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made on the basis of this statement.
- 4.14 **The remainder of this section will apply when items in the bid/quotation are requested to be on a "furnish and install" basis.** The successful bidder will have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirement will be submitted to CPW after the receipt of a purchase order. All transportation and cooperation arrangements will be the responsibility of the successful bidder. The delivery of equipment will be coordinated so that items will be delivered directly to the installation site. This will minimize the risk of damage and avoid double handling by CPW personnel.
- 4.15 Due to the nature of some projects, CPW reserves the right to require additional limits of liability coverage.
- 4.16 The successful bidder must be factory authorized to sell and install the equipment being quoted. All maintenance service must be provided by the successful bidder with factory trained service personnel trained on the equipment bid. A letter from the manufacturer verifying the successful bidder's status as a factory authorized dealer with factory trained installation/ service personnel must be provided within forty-eight (48) hours after request by CPW Purchasing Department.
- 4.17 Installation, service, training and repair will be performed by the successful bidder's employees and may NOT be subcontracted with other individuals or companies unless agreed upon in writing by CPW. The installation, service, training and repair personnel shall be under the direct supervision of a full time supervisor employed by the successful bidder.
- 4.18 Installation, service, training and repair personnel must have an overall clean/neat appearance, uniform shirt including company name and name tag must be worn at all times. T-shirts are acceptable if company name and employee picture is displayed and name tag is affixed.
- 4.19 The successful bidder shall NOT assume possession or control of any part of the installed equipment/products or any site where this work is provided.
- 4.20 The successful bidder agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.
- 4.21 It is the sole responsibility of the successful bidder to insure that all affiliates, subsidiaries or subcontractors and their agents and employees provide the product, installation and services as outlined in the specifications of this solicitation and will conform to all requirements set forth.
- 4.22 The relationship of the successful bidder to CPW shall be that of the independent contractor. All equipment used by the successful bidder in the performance of the requirements hereunder shall at all times be under the exclusive control of the successful bidder, and all expenses incurred by the successful bidder in the operations of the delivery and installation shall be paid by the successful bidder without reimbursement.
- 4.23 Unless otherwise stated in the solicitation any provisions for trade-in of existing equipment is not included.

5. Evaluation and Award

- 5.1 Responses will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to CPW and meets the terms, conditions and specifications of the solicitation.
- 5.2 CPW reserves the right to accept or reject any and all responses or part of a response and waive informalities, technical defects and minor irregularities in the responses received.
- 5.3 Quantities specified are approximate quantities only. Actual quantities ordered may vary from those specified and CPW does not guarantee any quantity will be ordered.
- 5.4 Bidders shall specify any quantity price breaks for orders that will result in savings to CPW.
- 5.5 Any award made based on responses to a solicitation is contingent upon available funding.
- 5.6 Unless stated otherwise in the solicitation, CPW reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of CPW. CPW will consider responses submitted on an "all or nothing" basis if the response is clearly designated as such.
- 5.7 When required, the proper and timely submission of any performance and payment bonds is a material condition for award/performance of this order. The successful bidder is not authorized to proceed with work and/or deliveries unless all required bonds have been obtained, are acceptable to and received by CPW.
- 5.8 CPW shall issue a contract or purchase order as its notification of award to the successful bidder(s). Until such date a contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between CPW and the bidder.
- 5.9 Bid tabulations will be available to bidders during the bid evaluation process; Bid results will be provided in summary form *only* by e-mail or fax. Please include email address or fax number in the request. Bidders requiring detailed bid results should contact the Purchasing Department to make an appointment to review bid responses. Please allow a minimum of two weeks to receive a response to a request for bid results. Bid results will not be mailed to bidders.

6. Delivery and Installation

- 6.1 All items shall be properly aligned, adjusted, cleaned, fully assembled, installed and completely functioning in proper working order. No payments will be made until the entire installation and training is complete and every part of the system is functioning correctly.
- 6.2 The successful bidder will be responsible for repair or replacement for any damage incurred to the interior or exterior of CPW property when such damage is inflicted by the successful bidder or their employees. Unless otherwise directed by CPW, installation will be performed during the CPW's normal workdays: Monday through Friday, 8:00 a.m. – 4:45 p.m.
- 6.3 Risk of loss shall remain with the successful bidder(s) until all items have been installed and accepted by CPW.
- 6.4 No alternate products will be accepted once an order has been placed. Purchase order(s) will be issued for specific products with the manufacturer brand, product number and item description indicated on the purchase order. At no time is a substitute product to be shipped to CPW.
- 6.5 Delivery does not constitute acceptance. All products delivered to CPW as a result of an award of any contract are subject to inspection and testing. Items that do not meet specifications will be rejected and returned to the bidder at bidder's expense. Failure to reject upon receipt, however, does not relieve the bidder of this liability. If tests subsequent to delivery reveal a failure to meet specifications, the bidder shall be deemed to have breached his contract.
- 6.6 If CPW is unable to allow the installation to begin at the time indicated by the successful bidder, the bidder agrees to store all items for a period of sixty (60) days after the specified installation date at no additional charge to CPW.
- 6.7 The successful bidder will be required to pay CPW for cleaning flooring where installation is conducted, if the successful bidder soils or scuffs flooring during installation.
- 6.8 The successful bidder shall be responsible for the proper disposal of any packing and debris resulting from his work and removing it from CPW property.

7. Payment and Taxes

- 7.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the contract or purchase order. CPW standard payment terms are net 30 days OR 2%-10 net 30 days after acceptance.
- 7.2 CPW reserves the right to accept or reject payment terms different from the payment terms stated in paragraph 7.1.

8. Performance and Fulfillment

- 8.1 The successful bidder may be required to furnish a monthly or quarterly summary of purchases made under the provision of the contract. The format and frequency of the report will be determined by CPW.
- 8.2 The successful bidder must agree to replace, free of charge, all defective items delivered under contract. All transportation charges covering return and replacement of items is to be borne by the successful bidder.
- 8.3 The successful bidder must provide service manuals with full documentation and schematics when applicable and appropriate.
- 8.4 No advertising or publicity matter having or containing any reference to Greenwood CPW or any of its faculty/staff shall be made by successful bidder or any one on successful bidder's behalf unless successful bidder has written consent of the General Manager, Greenwood CPW.
- 8.5 The successful bidder's employees are not allowed to bring to CPW departments or job site their spouses, children, pets or any person that is not employed by the company.