



July 10, 2025

REQUEST FOR PROPOSAL

**City of Bennettville, SC
City of Bennettville Utility Pole Inventory Project
POLE INVENTORY & MAPPING SERVICES**

City of Bennettville, SC RFP #25-07-001

**DUE DATE:
September 4, 2025**

RECEIPT LOCATION:
501 East Main Street
P.O. Box 1036
Bennettville, SC 29512

OFFICIAL CONTACT:

Tasha Townsend, Procurement Manager, (843) 479-9001, Ext. 331, tasha.townsend@bennettsvillesc.com

The City of Bennettville reserves the right to reject any and all submissions or any parts thereof and to waive any irregularities or minor informalities in any submission or in the procurement process and to make a contract award in the best interest of the City of Bennettville.

GENERAL INFORMATION

BACKGROUND

The City of Bennettsville, South Carolina, is seeking proposals from qualified firms to provide professional services to conduct an inventory of all electric utility poles within the city limits. The purpose of this project is to gather detailed attribute data on each pole and integrate the results into a Geographic Information System (GIS) accessible via mobile devices for field use.

GOALS FOR THE ELECTRIC POLE INVENTORY PROJECT

Currently, the City maintains only broad, paper-based service area maps and does not have a detailed or digital inventory of its electric utility poles. This limits the City's ability to plan for and execute maintenance, replacement, and capital improvement projects efficiently. Key objectives of the project include:

- Accurately locate and document every utility pole within the City's service area, including geographic coordinates and essential structural and operational attributes.
- Evaluate and record the physical condition of each pole to identify those in need of immediate repair or scheduled replacement.
- Enable proactive replacement and maintenance planning to enhance electric system reliability and reduce risks associated with failing infrastructure.
- Transition from paper maps to a digital, GIS-based system that can be accessed and updated by field crews using mobile devices, improving operational efficiency and data accuracy.
- Provide the City with a data-driven foundation to prioritize future infrastructure investments, track asset life cycles, and support grant and funding applications.
- Reduce outage response times and improve service delivery by equipping field crews and city staff with real-time location and asset data.

Through this project, the City seeks to establish a reliable, usable, and sustainable digital asset management tool for its electric utility poles that can serve both immediate operational needs and long-term infrastructure planning goals.

PROCUREMENT PROCESS

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 terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, or terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to ensure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The city will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Tasha Townsend, City of Bennettsville, Procurement Division, P.O. Box 1036, Bennettsville, South Carolina 29512, or email to: tasha.townsend@bennettsville.sc.com. All questions must be received before 12:00pm on August 28, 2025.** No interpretation shall be binding upon the City unless in writing from the City's Counsel.

ORAL STATEMENTS

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 Bennettsville shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Bennettsville will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding regarding this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

The Vendor shall be responsible for the performance of the services required by the contract. A Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Failure to comply with Section 33.25-27 of the Code of the City of Bennettsville.
- Reason to believe collusion exists among the Offerors.
- The Offeror is involved in any litigation against the City.
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City.
- Lack of financial stability – the Offeror has filed for bankruptcy within the last 7 years.
- Failure to perform under previous or present contracts with the City.
- Is currently debarred by the State of South Carolina Procurement Services.

CONTRACT NEGOTIATIONS

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.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or

services to be provided. The vendor has a duty to request any information from the city as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the vendor knew or should have known as part of the vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL INSTRUCTIONS

All proposals should be complete and carefully worded and must convey all the information requested by the City of Bennettsville. 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 city, and the city alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the city no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt **(September 4, 2025 @ 12:00pm)** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

BASIC SUBMITTAL

Interested firms must submit a detailed proposal that clearly addresses the following components. Proposals will be evaluated not only on technical merit and cost but also on creativity, innovation, and ability to deliver a sustainable and user-friendly solution.

Project Approach and Methodology

Describe the proposed approach for completing the electric pole inventory project, including but not limited to:

- Field data collection strategy and quality control procedures
- Methodology for identifying and classifying pole attributes (e.g., condition, material, height, attachments, etc.)
- Process for identifying utility connections (e.g., electric, telecom, cable) on each pole
- Strategy for integrating collected data into a GIS platform accessible on mobile devices
- Proposed approach to verifying or estimating the age of poles in the absence of existing records

Note: The City encourages the use of innovative technologies or approaches that enhance efficiency, accuracy, and long-term data value.

Equipment and Technology

Provide a description of the tools, software, and equipment that will be used for:

- Field data collection (e.g., GPS/GNSS devices, data loggers, mobile applications)
- GIS mapping and integration
- Data storage, backup, and transfer

Please specify if any proprietary systems or platforms will be used and whether the City will have full access to or ownership of the data.

Timeline and Milestones

Include a proposed project schedule with clearly defined phases, including but not limited to:

- Project kickoff

- Fieldwork and data collection
- Quality control and data validation
- GIS integration and mobile platform development
- Final deliverables and training
- Estimated project completion date

The City is targeting completion of this project within six (6) months of contract award, but respondents may propose an alternative schedule with justification.

Company Background and Qualifications

Include the following details:

- Company name, address, and primary contact information
- Brief history of the company and years in business
- Organizational structure and key personnel assigned to the project

Summary of past experience with similar electric utility inventory or GIS integration projects (including project descriptions, timelines, and client references)

The use of local staffing and subcontractors is not required but is encouraged and will be viewed favorably in the evaluation process. Please identify any local personnel or partners proposed for this project.

Innovative Tracking Solutions

Proposers are asked to include any innovative methods they recommend for:

- Estimating or verifying the age of existing utility poles
- Tracking and managing utility connections over time
- Automating or streamlining future updates to the pole inventory system

Creative and scalable solutions that minimize long-term maintenance burden on City staff will be given additional consideration.

NUMBER OF PROPOSALS SUBMITTED

Each vendor must submit five (5) Bound copies of the Proposal, plus one (1) electronic copy (Flash Drive).

RESPONSE FOR FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the city to constrain Offerors regarding content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF RESPONSES

Only information presented in the Proposal will be used to evaluate the application that best fits the needs of the city.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the city with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume and all documentation submitted with the proposal should be bound in that single volume, where practical.

Proposals must be submitted by mail or hand delivered to Tasha Townsend, Procurement Manager, City of Bennettsville, Procurement Division, 501 E. Main Street, P.O. Box 1036, Bennettsville, SC 29512, ATTN: Tasha Townsend, 25-07-001.

Proposals must be received in the City's Procurement Office no later than 12:00pm on September 4, 2025. Late proposals will not be accepted.

No more than one proposal may be submitted by any vendor.

The proposal must be signed by an official authorized to contractually bind the vendor.

All forms from this RFP requiring signature must be included in the proposal.

For additional instructions, please see the section titled "Instructions to Offerors."

PROPOSAL EVALUATION PROCESS

The city will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section. An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the city. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard set forth in this RFP that the city believes necessary to meet the requirements.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably qualified Offerors. If the City determines that interviews are necessary to assist in the evaluation process, an interview will occur consisting of an oral presentation (via Zoom or in-person) and possible submission of additional information as required by the Selection Committee. Such interviews will be conducted within the City of Bennettsville at a location determined by the city.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

The City shall select the most qualified Proposer on terms which are considered to be the most advantageous to the City. In making this decision, the City shall consider all established evaluation criteria listed herein and required submittals as detailed above.

Each proposal shall be subject to the same review and evaluation process. However, final approval rests with the City Administrator of the City of Bennettsville.

The Selection Schedule tentatively proposed for this project is listed below. Please note that all dates are subject to change at the City's sole discretion.

A non-mandatory pre-proposal conference will be held at 2:30pm on August 19, 2025, via Zoom:

TIMELINE

RFP Issued	July 14, 2025
Non-Mandatory Pre-Proposal Conference (via zoom)	August 19, 2025

The City will be hosting a Pre-Proposal Conference Meeting for this project on August 19, 2025. The meeting will be held via Zoom and is NOT mandatory.

Topic: City Administration is inviting you to a scheduled Zoom meeting. Join Zoom Meeting
<https://us05web.zoom.us/j/89934513620?pwd=MIwK2C4doiebPNUUcMW1aaEd6dsehY.1>

Meeting ID: 899 3451 3620
Passcode: 5zJLc1

Close of Question/Answer Period	August 28, 2025
Proposal Submittal Deadline	September 4, 2025
Selection Committee Meeting	September 5, 2025
Final Selection	September 8, 2025
Notification of Developer Selection	September 9, 2025
City Council Execution of Contractual Agreement	September 16, 2025

PROPOSAL EVALUATION CRITERIA FACTORS

1. Project Understanding and Methodology 25 points
 - Demonstrated understanding of project goals and scope, clarity, completeness, and feasibility of the proposed approach and methodology.

2. Equipment, Technology, and GIS Integration 15 points
 - Suitability of proposed tools, devices, and GIS platform for accurate field data collection and mobile use; compatibility with city systems.
3. Project Timeline and Delivery Schedule 10 points
 - Realism and practicality of proposed timeline, including ability to meet deadlines and accommodate city review/feedback.
4. Firm Qualifications and Relevant Experience 15 points
 - Demonstrated experience with similar electric utility or asset inventory projects, quality of past performance and relevance to project needs.
5. Innovation and Problem-Solving 15 points
 - Proposed solutions for tracking pole age, identifying utility connections, and ensuring future data maintenance; use of modern or emerging technologies.
6. Team Qualifications and Use of Local Staffing 10 points
 - Experience and qualifications of proposed personnel; inclusion of local team members or subcontractors, if applicable.
7. Cost Proposal 10 points
 - Competitiveness and transparency of proposed pricing; clarity of cost breakdown and value for services offered.

Total Possible Points: 100

Optional Interviews:

The City reserves the right to invite one or more firms for interviews or presentations as part of the evaluation process.

Final Selection:

Selection will not be based solely on cost but on the combination of qualifications, approach, and value provided. The City reserves the right to negotiate the final scope and cost with the selected firm.

SCOPE OF WORK

EXECUTIVE SUMMARY

The project aims to identify and document all electric utility poles within the City's service area, assess their physical condition, and catalog essential attributes such as pole height, material, type and number of utility connections, and ownership details. This data will be used to support maintenance planning, prioritize replacements, and improve system reliability and public safety.

A critical component of the project is the integration of all collected data into a GIS platform that is accessible to City staff and field crews through mobile devices. This will allow real-time access, editing, and future maintenance of pole data directly in the field—streamlining operations and enhancing decision-making capabilities.

PROJECT DESCRIPTION

The project includes identifying all poles within the City's service area, documenting key attributes such as condition, height, material, and utility connections, and providing a digital platform for field and office use. This effort will support maintenance planning, infrastructure replacement, and improved electric system management.

IMPORTANT NOTICES

1. This solicitation does not commit the City of Bennettsville to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. The offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Bennettsville assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Manager of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.
4. Questions regarding this solicitation must be submitted to Tasha Townsend in writing no later than **12:00pm on August 28, 2025**. Questions may be emailed to Tasha Townsend@tasha.townsend@bennettsvillesc.com.

INSTRUCTIONS TO OFFERORS

Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Bennettsville Procurement Division, 501 E. Main Street, Bennettsville, SC 29512.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete, and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the vendor to notify the Procurement Office if you receive solicitations that do not apply.

1. Offerors must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency

reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

2. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
3. Bids should be typewritten or computer-generated; however, if this is not possible, the handwriting **must be legible**. A Bid shall include, but is not limited to, the addresses of all legal entities which will participate in the proposed services. The type of organization of the offeror, whether individual, firm, partnership, corporation, joint venture, or other legal entity, shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
4. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after the specified time for opening.
5. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
6. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.
7. All Proposals shall provide a straightforward, concise description of the Offeror's ability to satisfy the requirements of the Solicitation.
8. All Addendum and Award Notices will be posted on our website: www.bennettsvillesc.com, then select the Purchasing Link.
9. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Bennettsville in an Addendum to this Solicitation. The City of Bennettsville reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Bennettsville reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Bennettsville and the Offeror selected.
10. No substitutions shall be considered after the contract award except by Amendment.
11. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting it as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

12. All proposals should be complete and carefully worded and shall convey all the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
13. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.
14. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
15. GRATUITIES AND KICKBACKS
 - A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
 - B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

 - A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
 - B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. 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 any resulting contract.
 - C) The Proposal is based on the terms, materials, services, and obligations required by this Solicitation, without exception.
 - D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using the Successful Offeror's best skills and attention.
 - E) The Offeror guarantees that all goods and services will meet the requirements of the Solicitation during the contract period.
18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Bennettsville that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a sole source. Such

notification must be submitted in writing and must be received by the City of Bennettsville Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Manager.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Manager. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Manager, 501 E. Main Street, Bennettsville, South Carolina 29512. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Manager. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.bennettsville.sc.com.

All such addenda shall become part of the Solicitation, and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Bennettsville shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Bennettsville reserves the right, where it may serve the City of Bennettsville's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Bennettsville, price and other factors considered.
- B) The City of Bennettsville may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Bennettsville shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Bennettsville.
- F) All things considered equal; a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after the awarding of this contract shall be directed to the City Administrator by calling (843) 479-9001 ext. 305. Copies of all correspondence concerning this contract shall be sent to the City Administrator, 501 E. Main Street, Bennettsville, SC 29512.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance

and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Manager of Procurement.

25. OTHER CONTRACTS

The City of Bennettsville may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Bennettsville employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Bennettsville employees.

26. MODIFICATION

The City Administrator shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the City Administrator the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Bennettsville for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any subcontractors to carry the same coverages in the same amounts. Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Bennettsville as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows: The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense,

settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, the Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Bennettsville. The Contractor shall not assign any money due or become due to it under this contract without the prior written consent of the City of Bennettsville.

32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Manager of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute for other subcontractors without the written consent of the City's Manager of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Manager of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Bennettsville.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Bennettsville.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Bennettsville, or for noncompliance with the contract requirements.

34. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the

Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is terminated, the City shall provide the Contractor with thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damage shall be allowed for a termination for convenience.

- B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify the same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Bennettsville, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Bennettsville or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) The contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, Attachments, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Bennettsville 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. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City 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.

44. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either

(a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only

portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Bennettsville, 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 City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

45. RECORDS RETENTION & RIGHT TO AUDIT

The City 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. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City 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 City.

46. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

47. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All costs of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

48. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

49. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

50. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

51. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

52. 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 of the 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.

53. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

54. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

55. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such an action is in the best interest of the City.

56. ARBITRATION

Under no circumstances and with no exception will the City of Bennettsville act as Arbitrator between the Contractor and any Sub-Contractor.

57. GUARANTEE AND WARRANTIES

The Offeror shall state his normal warranty and any extended warranties where available.

Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

58. PUBLICITY RELEASES

The contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

59. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who

have notified the City Procurement Division of receipt of the proposal.

60. WITHDRAWALS

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

61. AFFIRMATIVE ACTION

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

62. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

63. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

64. TERM

The initial term of the Agreement shall be for eighteen (18) months. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension may be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Are you a certified Minority or Women-Owned business in the State of SC?

If so, please provide a copy of your certificate with your response.

ATTACHMENTS

- Code of the City of Bennettsville [Section 33.25-27]

REFERENCES

REFERENCES

Offerors must supply a minimum of five references for which they have provided the same or similar services as requested here on a contract basis during the last three (3) years. Please include their name, address, phone number, and email. Feel free to include a letter or memo as well.