



# **BRUNSWICK-GLYNN BGJWSC JOINT WATER & SEWER COMMISSION**

**REQUEST FOR PROPOSALS**

**FOR**

**ON-CALL ELECTRICAL SERVICES**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**TUESDAY, MAY 24, 2016, AT NOON EST**

Brunswick-Glynn County Joint Water & Sewer Commission

ATTENTION: PURCHASING DIRECTOR

1703 GLOUCESTER STREET

BRUNSWICK, GA 31520

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

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ISSUE DATE: APRIL 1, 2016



**BRUNSWICK-GLYNN BGJWSC JOINT WATER & SEWER COMMISSION  
REQUEST FOR PROPOSAL  
ON-CALL ELECTRICAL SERVICES**

**SECTION I – GENERAL OVERVIEW**

**A. PURPOSE**

Brunswick-Glynn Joint Water & Sewer Commission is issuing this Request for Proposal (RFP) to solicit services from all interested, qualified and licensed vendors who specialize in Electrical Services. The successful Electrician must be a Georgia Commercial Licensed Electrician and shall provide all equipment, materials and labor for on-call electrical services and repairs as needed in various BGJWSC locations for the fiscal year of 2017. The contract would have the option of four (4) additional one (1) year renewal terms. This contract does not include electrical work in new constructions. The BGJWSC does not guarantee a minimum value for this contract. Specifications are detailed under Section II.

**B. INFORMATION TO VENDORS**

**1. RFP TIMETABLE**

The anticipated schedule for the RFP is as follows:

RFP Released	Friday, April 1, 2016 at 5:00 PM, EST
Pre-Proposal Conference Meeting & Site Visit - <b>Mandatory</b> Location: 1703 Gloucester Street, Brunswick GA 31520	Tuesday, April 12, 2016 at 1:00 PM, EST
Deadline for questions to BGJWSC to <a href="mailto:pcrosby@bgjwsc.org">pcrosby@bgjwsc.org</a>	Tuesday, April 26, 2016 at 5:00 PM, EST
Deadline for Addenda posted on <a href="http://www.bgjwsc.org">www.bgjwsc.org</a> under Bids & RFPs	Thursday, May 12, 2016 at 5:00 PM, EST
Submittal deadline	<b>Tuesday, May 24, 2016 at NOON, EST</b>
Tentative Interviews (if needed)	Wed., May 25 - Fri., June 3, 2016 Time:TBD
Tentative Award Date	Thursday, June 16 at 2:00 PM, EST

**2. BID SUBMISSION**

One (1) original and three (3) copies of the complete signed submittal must be received **TUESDAY, MAY 24, 2016 AT NOON, EASTERN STANDARD TIME**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, **RFP ON-CALL ELECTRICAL SERVICES** to:

Brunswick-Glynn Joint Water & Sewer Commission  
Attention: Purchasing Director  
1703 Gloucester Street  
Brunswick, GA 31520

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday.

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. CONTACT PERSON

Vendors are encouraged to contact **Pamela Crosby, Purchasing Director via email [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org)** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via e mail. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other BGJWSC employee to discuss the bid process or bid opportunities except through the Purchasing Director named herein. This policy shall be strictly enforced and the BGJWSC reserves the right to reject the submittal of any vendor violating this provision.

4. ADDITIONAL INFORMATION/ADDENDA

BGJWSC will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the BGJWSC's website under the bid information. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.

***Vendors must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements***

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. BGJWSC assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

BGJWSC reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of BGJWSC. BGJWSC reserves the right to cancel this RFP at any time.

7. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. Reference "Proposer's Certification and Statement of Non-Collusion" form on page 23 of RFP package, as provided for completion.

By submitting a proposal, the vendor represents and warrants that no official or employee of BGJWSC Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission, or any work performed in connection therewith is the responsibility of the vendor(s).

10. RFP OPENING

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the BGJWSC's website [www.bgjwsc.org](http://www.bgjwsc.org), after the RFP due date and time stated herein.

11. OPEN RECORDS

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Brunswick-Glynn BGJWSC Joint Water & Sewer Commission. All such materials shall remain the property of BGJWSC and will not be returned to the respondent.

12. TAXES

BGJWSC is tax exempt. No sales tax will be charged on any products or services. BGJWSC cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with BGJWSC's Sales and Use Tax Certificate of Exemption number upon request.

13. VENDOR INFORMATION

All submissions shall include a completed vendor information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal. Reference "Vendor's Information Form" on page 15 of RFP package, as provided for completion.

14. INSURANCE

Selected vendor will be required to provide a Certificate of Insurance as proof of liability and Workman's Compensation Insurance while under contract with BGJWSC. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability at a minimum should cover \$1,000,000 per incident. Brunswick-Glynn BGJWSC Joint Water & Sewer Commission shall be named as the certificate holder. Reference "Certificate

of Insurance” on page 28 of RFP package, as provided for completion.

15. BONDS

No bonds are required.

16. ANTI-DISCRIMINATION

BGJWSC, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to BGJWSC that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

17. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. Reference “Immigration and Security Form (Georgia Security and Immigration Compliance Act Affidavit)” on page 25 of RFP as provided for completion.

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-01-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - a. The affiant has registered with and is authorized to use the

- federal work authorization program;
        - b. The user identification number and date of authorization for the affiant;
        - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
        - d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
        - e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify BGJWSC and shall deliver a completed Subcontractor Affidavit to BGJWSC within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.



## SECTION II – GENERAL CONDITIONS

### A. PURPOSE

Brunswick-Glynn BGJWSC Joint Water & Sewer Commission is issuing this Request for Proposal (RFP) to solicit services from all interested, qualified and licensed vendors who specialize in Electrical Services. The successful electrician must be a Georgia Commercial Licensed Electrician and shall provide all equipment, materials and labor for on-call electrical services and repairs as needed in various BGJWSC locations for the calendar year of 2015. The contract would have the option for four (4) additional one year renewal terms. This contract does not include electrical work in new constructions. Specifications are detailed under Section II.

All services are subject to budget availability and are on as-needed basis. The BGJWSC does not guarantee a minimum value for this contract.

### B. CONTRACT PERIOD

The initial term of a contract awarded as a result of this RFP shall be from July 1, 2016 through June 30, 2017. The contract may be renewed according to the terms stated herein for four (4) additional one (1) year periods.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the BGJWSC under this contract.

If, at any time, the BGJWSC determines it is in its best interest to discontinue use of these services the BGJWSC reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

### C. SCOPE OF WORK

#### **Specifications**

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the BGJWSC, will be made part of this Agreement. Vendors interested in obtaining a contract with BGJWSC for providing On-Call Electrical Services shall prepare a written proposal to include, but not be limited to, the following terms and conditions:

1. Provide all materials, equipment, and labor necessary for electrical repairs and services as needed by BGJWSC. Services and systems involved consist of the following but are not limited to:
  - a. Panel design, upgrades and repairs
  - b. Troubleshooting and testing
  - c. Wiring – 110, 240 and 480 volt systems
  - d. Electrical installation and repairs
  - e. Variable Frequency Drive units
  - f. SCADA system

- g. Positive Displacement Blower Systems
  - h. UV system / pneumatical system
2. Vendor must have an established business with a minimum of five (5) years hands-on experience in commercial electrical servicing and repairs.
3. Delivery of Services:
- a. Vendor must be able to provide service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, including holidays for the duration of the agreement.
  - b. BGJWSC expects the Vendor to give "priority" service to any call for electrical repairs for the BGJWSC. Response times must be stated on the Vendor's Financial Response Form. Electrical failure in some BGJWSC facilities is a matter of public safety; therefore reliable emergency response capabilities are critical. Vendor must commit to emergency response times as reported on Vendor's Financial Response Form.
  - c. Service will be performed in a variety of government locations including administrative offices. All unique requirements and or regulations for each location shall be strictly followed by the Vendor and the Vendor's employees.
  - d. For purpose of pricing service calls, BGJWSC's "normal business hours" are defined as being: 7:00 AM to 6:00 PM, Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours." For a complete listing of all BGJWSC observed holidays visit [www.BGJWSC.org](http://www.BGJWSC.org).
4. Exceptions:  
Non-routine installations, repairs or services that will cost over \$3,000.00 must be performed after a Purchase Order is issued by the Purchasing Department. Vendor shall submit proposed service as a quote to Facilities or the requesting Department Head before any work begins.

**Subcontracting**

Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Vendor, must receive the approval of BGJWSC or designee prior to any such undertaking. The BGJWSC may terminate the contract if the subcontracting is done without this approval.

**Safety Measures**

Vendor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the workmen and public including traffic control and warning signs.

**Permits and Licensure Requirements**

Vendor MUST hold a current Commercial Electrical license issued by the State of Georgia. Proof of licensing: Vendor shall submit proof of professional license, insurance and business license upon award.



### **Pricing**

1. Vendor must complete the Vendor's Financial Response Form.
2. Pricing shall remain as bid for the entire 12-month contract period.
3. **For safety purposes the "Rate per Hour" shall be based on "one electrician and helper."**
4. Billable work will begin at time Vendor or their employee(s) arrive on BGJWSC job site. BGJWSC will not pay for travel time to job site.
5. Provide percentage (%) markup cost to BGJWSC for parts and materials above Vendor's cost, if any. (Vendor will be required to provide invoice documentation of cost, when applicable.)

### **D. STATEMENT OF QUALIFICATIONS**

This section identifies all information which must be submitted in each proposal.

#### **Company Background and Structure**

The Vendor will provide a general history and description of its company including, but not limited to the number of years in business and number of employees. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

#### **Company Experience and Staff**

Vendors are encouraged to list years of experience in commercial electrical services; and, if possible, show a proven effectiveness in administering contracts with BGJWSC governments. Vendors must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

#### **Approach to Scope of Work**

Referencing the Scope of Work listed under Section C, provide a detailed approach to fulfill the requirements of this RFP.

#### **References**

Vendors must submit at least three (3) references on the Vendor's Reference Form provided within this RFP.

#### **Financial Stability**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Vendor.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution's letterhead, stating financial stability.

#### **Business Litigation**

Disclose any involvement by the organization or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as

well as the current status and/or disposition of the case. If none, indicate so on a separate sheet. If no information is provided, vendor will not be given credit.

**Financial Proposal**

Vendors are to use the Financial Proposal Forms provided within this RFP to submit pricing proposal.

**E. EVALUATION PROCESS**

Proposals will be reviewed by the Purchasing Director for quality and completeness. These proposals will then be scored by the review committee in each of the following categories using the maximum point values listed below:

Company Experience & Staff	15
Background and Structure	10
Approach to Scope of Work	25
References	10
Financial Stability & Business Litigation	15
Financial Proposal	25
<b>Total</b>	<b>100</b>

The review committee will determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of no more than three (3) firms with the highest ranking scores after the initial scores are tabulated.

**Presentations:**

The top ranking three (3) firms may be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in BGJWSC at a location to be determined. Presentations, if requested could add up to **15 additional** points to the total score of the Firm.

BGJWSC shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. BGJWSC reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive treatment provider.

**F. ADMINISTRATION**

The project will be administered by the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission with the BGJWSC Purchasing Department being the main point of contact for all questions during the term of the contract.

**G. PROCEDURES AND MISCELLANEOUS ITEMS**

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the BGJWSC's website under the bid information, all firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall indemnify and hold harmless the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP

constitutes only an invitation to present a proposal. The Brunswick-Glynn BGJWSC Joint Water & Sewer Commission reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Brunswick-Glynn BGJWSC Joint Water & Sewer Commission also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of the BGJWSC Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, BGJWSC reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
6. In case of failure to deliver goods in accordance with the contract terms and conditions, BGJWSC, after due oral or written notice, may procure substitute goods or services from other sources and hold the Vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which BGJWSC may have.
7. By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
8. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Vendor shall comply with applicable federal, state, and local laws and regulations.
9. It is understood and agreed between the parties herein that BGJWSC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent.

#### H. BONDS

Bid Bond – not required

Payment Bond – not required

Performance Bond – not required

I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission by the project representative. Following Commission approval, the BGJWSC will complete contract negotiations.

The Brunswick-Glynn BGJWSC Joint Water & Sewer Commission reserves the right to accept the response that is determined to be in the best interest of the BGJWSC. The BGJWSC reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90**. The forms are provided with this RFP package.

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**RFP ON-CALL ELECTRICAL SERVICES  
VENDOR'S CHECKLIST**

**Company Name:** \_\_\_\_\_

Please indicate you have completed the following documentation; and submit them in the following order.

**ITEM DESCRIPTION**

<input type="checkbox"/>	Vendor's Checklist
<input type="checkbox"/>	Documentation listed under Section H: Statement of Qualifications (Pages 10-11)
<input type="checkbox"/>	Vendor's Information Form
<input type="checkbox"/>	Vendor's Financial Proposal Form Vendor's Reference Form
<input type="checkbox"/>	Execution of Proposal Form
<input type="checkbox"/>	Addenda Acknowledgement Form and Any Addenda Issued
<input type="checkbox"/>	Proposer's Certification and Non-Collusion Affidavit
<input type="checkbox"/>	Drug-Free Workplace Affidavit
<input type="checkbox"/>	Georgia's Security and Immigration Compliance Act Affidavit
<input type="checkbox"/>	<ul style="list-style-type: none"><li>• Contractor Affidavit</li><li>• Subcontractor Affidavit (if applicable)</li></ul>
<input type="checkbox"/>	Proof of Insurance
<input type="checkbox"/>	Completed W9
<input type="checkbox"/>	Copy of Valid Business License
<input type="checkbox"/>	Copy of Any Certifications Requested within RFP (GA Commercial Electrical License)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFP ON-CALL ELECTRICAL SERVICES  
VENDOR'S INFORMATION FORM**

1. Legal Business Name \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip \_\_\_\_\_

4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_  
  
(Association, Corporation, Partnership, Limited Liability Company,

5. Name & Title of Authorized Signer: \_\_\_\_\_

6. Primary Contact \_\_\_\_\_

7. Phone \_\_\_\_\_ Fax \_\_\_\_\_

8. E-mail \_\_\_\_\_

9. Company Website \_\_\_\_\_

10. Has your company ever been debarred from doing business with any federal, state or  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM**  
**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



**RFP ON-CALL ELECTRICAL SERVICES  
VENDOR'S FINANCIAL PROPOSAL FORM**

Company Name: \_\_\_\_\_

A.	Rate per hour service calls during <i>normal business hours</i> (7:00 AM to 6:00 PM, Monday-Friday)	
B.	Rate per hour service calls <i>outside normal business hours</i> (including weekends and holidays)	
C.	Percentage mark-up to BGJWSC above Vendor's cost for parts and materials. (Documentation of Vendor's cost will be required, when applicable.)	
D.	State response time for service calls during <i>normal working hours</i> .	
	State response time for EMERGENCY service calls from BGJWSC during <i>normal business hours</i> .	
	State response time for EMERGENCY service calls from BGJWSC <i>outside normal business hours</i> .	
E.	Describe warranty information on work and service:	

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**





**RFP ON-CALL ELECTRICAL SERVICES  
VENDOR'S REFERENCE FORM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_

(Company Name)

<p>1. Company _____</p> <p>Street Address _____</p> <p>City, State &amp; Zip _____</p> <p>Contact Person Name _____ Title _____</p> <p>Phone _____ FAX _____ Email _____</p> <p>Describe Scope of Work and dates of project/service: _____</p> <p>_____</p> <p>_____</p>
<p>2. Company _____</p> <p>Street Address _____</p> <p>City, State &amp; Zip _____</p> <p>Contact Person Name _____ Title _____</p> <p>Phone _____ FAX _____ Email _____</p> <p>Describe Scope of Work and dates of project/service: _____</p> <p>_____</p> <p>_____</p>
<p>3. Company _____</p> <p>Street Address _____</p> <p>City, State &amp; Zip _____</p> <p>Contact Person Name _____ Title _____</p> <p>Phone _____ FAX _____ Email _____</p> <p>Describe Scope of Work and dates of project/service: _____</p> <p>_____</p> <p>_____</p>

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFP ON-CALL ELECTRICAL SERVICES  
EXECUTION OF PROPOSAL**

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DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_ That this proposal was signed by an authorized representative of the firm.
- \_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposals**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFP ON-CALL ELECTRICAL SERVICES  
ADDENDA ACKNOWLEDGEMENT  
ATTACHMENT "B"**

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The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print or  
Type)

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

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**RFP ON-CALL ELECTRICAL SERVICES  
DRUG FREE WORKPLACE**

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I hereby certify that I am a principal and duly authorized representative of:

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Whose address is:

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And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_  
\_\_\_\_\_ certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

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Date

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Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

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**RFP ON-CALL ELECTRICAL SERVICES  
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

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I \_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any BGJWSC staff, or elected officials since the date this **RFP ON-CALL ELECTRICAL SERVICES** was issued except: 1) through the Purchasing Department 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s).

**The BGJWSC reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print/Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



## Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Brunswick-Glynn BGJWSC Joint Water & Sewer Commission at the time the Sub-Contractor(s) is retained to perform such services.

### PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Pamela Crosby  
BGJWSC Purchasing Director  
1703 Gloucester Street  
Brunswick, GA 31520  
Email: [pcrosby@BGJWSC.org](mailto:pcrosby@BGJWSC.org)



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>BGJWSC Solicitation/ Contract No.:</b>	

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the BGJWSC, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13- 10- 91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the BGJWSC at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

\*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99- 603



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>BGWSC Solicitation/</b>	

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR:** Identify all subcontractors used to perform under the BGJWSC contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the BGJWSC within five (5) days of the addition of any new subcontractor used to perform under the identified BGJWSC contract.

<b>Contractor's Name:</b>	
<b>Subcontractors:</b>	





**IMMIGRATION AND SECURITY FORM**

**(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>BGJWSC Solicitation/ Contract No.:</b>	

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the BGJWSC identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / E-Verify<sup>TM</sup> Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

\*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**CERTIFICATE OF INSURANCE**

This is to certify that \_\_\_\_\_  
(Insurance Company)

of \_\_\_\_\_  
(Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to:

**BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION, EXECUTIVE DIRECTOR, 1703 GLOUCESTER STREET, BRUNSWICK, GEORGIA 31520**

It is further agreed that Brunswick-Glynn County Joint Water and Sewer Commission shall be named as an additional insured on the Contractor's policy.

- 1. **Insured:** \_\_\_\_\_
- 2. **Project Name:** **REQUEST FOR PROPOSAL – ON-CALL ELECTRICAL SERVICES**
- 3. **Policy Number(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Insurance Company)

**Issued At:** \_\_\_\_\_  
(Authorized Representative)

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note: Please attach Certificate of Insurance form to this page.**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

## **ANNUAL CONTRACT AND AGREEMENT**

**Contract Start Date:** July 1, 2016  
**Contract End Date:** June 30, 2017  
**Contract Name:** On-Call Electrical Services  
**Vendor Name:**  
**Address:**  
**Telephone No.:**  
**Contact Person:**  
**Payment Terms:** Net 30 days

This Agreement is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Brunswick-Glynn County Joint Water & Sewer Commission (hereinafter referenced "BGJWSC") and \_\_\_\_\_, [a sole proprietorship, a partnership, a Georgia limited liability corporation, a Georgia corporation] (hereinafter referenced as "Contractor").

The Request for Proposals received pursuant to BGJWSC Project No. **RFP On-Call Electrical Services** and addenda issued for the Request for Proposals referenced herein, and the Contractor's bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

### **1. Scope of Services**

Contractor shall furnish the services in accord with: the Request for Proposals and the addenda issued for the Request for Proposals set forth within "Exhibit A" that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the BGJWSC. If the services are to be provided or performed upon property owned or controlled by the BGJWSC, then the Contractor's employees shall abide by all rules established by the BGJWSC.

### **2. Term of Agreement**

This Agreement shall commence on the 1<sup>st</sup> day of July, 2016 and shall terminate on June 30, 2017 with four (4), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the BGJWSC with a minimum of ninety (90) days notice of any price increase requests.

### **3. Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the BGJWSC at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the BGJWSC takes action to terminate the Contract by providing 30 days notice of the intent not to renew the terms hereof.

The total obligation of the BGJWSC for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Bidder's Financial Response Form ("Exhibit B") in response to the Request for Proposals RFP On-Call Electrical Services. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Financial Response Form ("Exhibit B") in response to the Request for Proposals RFP On-Call Electrical Services. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the BGJWSC.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the BGJWSC under the terms of this Contract or any renewal.

#### **4. Payment**

Compensation to the Contractor shall be as set forth in the Request for Proposals, any addenda issued for the Invitation for Bids, and the Contractor's Bid and shall constitute payment in full for work completed.

#### **5. Invoices**

All invoices from the Contractor shall include the purchase order number, a location description and an outline of work completed. The Contractor represents to the BGJWSC that the Contractor is experienced and properly qualified to perform the functions to be performed by the Contractor in accord with the terms hereof and that the Contractor is properly equipped, organized and financially able to perform such functions. The Contractor shall operate as an independent contractor and not as an agent of the BGJWSC, and neither the Contractor nor any of the Contractor's employees, servants, agents or subcontractors shall be deemed a partner, employee, servant or agent of the BGJWSC. Neither party hereto shall have authority to bind the other party in respect.

The Contractor shall not assign, transfer, nor convey the terms of this Contract or any party hereof without written consent of the BGJWSC.

#### **6. Indemnification/Limitation of Liability**

Contractor agrees to protect, defend, indemnify and hold harmless the BGJWSC, the BGJWSC's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the BGJWSC with the BGJWSC being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the BGJWSC with a Certificate of Liability Insurance in an amount of not less than \$ 1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the BGJWSC and approval by the BGJWSC.

**7. Performance Standards**

The Contractor shall exercise care, skill and diligence commonly possessed and exercised by reasonably skillful and prudent persons who perform these services when performing obligations in accord with the terms of this Contract. The Contractor's performance will be evaluated monthly. If the terms hereof are not being satisfied as determined by the BGJWSC, then the BGJWSC shall notify the Contractor in writing of deficiencies, and the Contractor shall provide a written response detailing how any deficiencies shall be cured within thirty (30) days. If the deficiencies noted by the BGJWSC are not properly corrected, then BGJWSC may cancel this Agreement with no additional obligation owed to the Contractor.

**8. Change Order**

Any change order shall mean a written order to the Contractor executed by the BGJWSC issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order.

**9. Confidential Information**

While performing services for the BGJWSC, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the BGJWSC's documents or materials and to not disclose any confidential information to any persons other than BGJWSC personnel, unless written authorization from the BGJWSC is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of BGJWSC. The BGJWSC shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

**10. Litigation and Arbitration**

The BGJWSC and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of BGJWSC, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

**11. Notices**

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

BGJWSC:  
BGJWSC ATTN: Executive Director  
1703 Gloucester Street  
Brunswick, GA 31520

Contractor:

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BGJWSC, GEORGIA:**

**CONTRACTOR:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Attest:**

**Attest:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_