

JAMES ISLAND PUBLIC SERVICE DISTRICT

1739 Signal Point Road
Charleston, SC 29412
Phone (843) 795-9060 / Fax (843) 762-5240

REQUEST FOR PROPOSAL (RFP) # GF2016-03

ISSUE DATE: Tuesday, August 30, 2016

BID DELIVERY DUE DATE & TIME: Wednesday, September 21, 2016 by 2:00 PM (EST)

BID OPENING DATE & TIME: Wednesday, September 21, 2016 at 2:00 PM (EST)

BID DELIVERY LOCATION: James Island Public Service District
Administration Building #1 Office
1739 Signal Point Road
Charleston, SC 29412

PROCUREMENT FOR: Installation One (1) Natural Gas Generator at
Fire Station #2, 853 Harborview Road, Charleston, SC 29412

DIRECT ALL INQUIRES: David Major, Facilities Maintenance Specialist
Email: majord@jipsd.org or Phone: 843-795-9060 x 129

This solicitation does not commit James Island Public Service District to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the bids are received on, or before, the date and time specified. No bid will be accepted thereafter. The District assumes no responsibility for delivery of bids that are mailed and reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

All proposals must be submitted under sealed cover and **mailed or hand delivered** at the location and time stated herein and will be opened thereafter:

MAILING ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Assistant Financial Officer
Post Office Box 12140
Charleston, SC 29422-2140

STREET ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Assistant Financial Officer
1739 Signal Point Road
Charleston, SC 29412

Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, and proposal number.

If the Offeror chooses not to respond to this solicitation, you are encouraged to return the "No Bid" Response Form attached herein.

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the District's Administration Division from 8:00 a.m. to 5:00 p.m., Monday through Thursday, at 1739 Signal Point Road, James Island, South Carolina 29412.

BACKGROUND CHECK

The District reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the District, the proposer consents to such an inquiry and agrees to make available to the District such books and records as the District deems necessary to conduct the inquiry.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

FORCE MAJEURE

The successful firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the District at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the District to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the successful firm to deliver services in accordance with the contract terms and conditions, the District, after due oral or written notice, may procure the services from other sources and hold the successful firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

INDEMNIFICATION

The successful firm covenants to save, defend, keep harmless, and indemnify the District and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful firm's negligent performance or nonperformance of the terms of the contract.

RIGHTS RESERVED BY DISTRICT

The right is reserved by the District to reject any or all proposals; to waive any

informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the District.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the District, must furnish to the District Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the District resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Please submit the following forms on or before 2:00 pm on September 21, 2016:

- 1. Proposal Submission Form**
- 2. Authorization Form**
- 3. Exceptions Page**

NOTE: Please check our website for any addendums to this solicitation prior to submitting bid.

NOTE: Please review our website at www.jipsd.org for any amendments to this solicitation prior to submitting your proposal on stated date and time.

1. DEFINITIONS

“Services Agreement” “Agreement” “Contract” means the contract or District Purchase Order that will be issued between the District and the successful Offeror and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Offeror’s response and acceptance by the District.

“District” “Owner” means James Island Public Service District.

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Offeror” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services.

“Offeror” means responder to this Request for Proposals.

“Proposal” means the submission by the Offeror.

“Request for Proposals” (RFP) shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“Services Works” means and includes the provision by the successful Offeror of all services, work, duties and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

2. PROJECT DISCRPTION

The James Island Public Service District (District) requests proposals from qualified experienced Contractors for the installation of One (1) Natural Gas Generator in Fire Station #2 located at 853 Harborview Road, Charleston, SC 29412.

2.1. Prices

All Prices shall remain **FIRM** and to supply and install Natural Gas Generator and shall include the provision of all tools, materials, equipment, labor, transportation, supervision, management, overhead, materials, traffic control, services, bonding costs, all licenses, permits, inspections and all other things necessary for the commencement, performance and completion of services as described.

The bidder represents by his/her bid

- all equipment is new and unused

- unit will be completely assembled and ready for immediate operation
- price reflects the minimum specifications outlined below and any exceptions clearly noted on the RFP page

Omission of a detailed description or specification of any point will be regarded as meaning that only the best commercial practice shall prevail and that only material of the first quality and correct type, size, and design are to be used.

Natural Gas Genset: 85KW Cummins Model GGHG Standby, 120/240 VAC, 3 Phase, 4 Wire or Equivalent

1.01	U.S. EPA, Stationary Emergency Application 60Hz Duty Rating-Standby Power Listing-UL 2200 OSHPD Seismic Certification Certification-Seismic,IBC2000,IBC2003,IBC2006, IBC2009, IBC 2012 Emission Certification – SI, EPA, Emergency, Stationary, 40CFR60 Fuel System – Natural Gas Enclosure – Steel, Weather Protective, with Exhaust System Voltage-120/240,1 Phase,3 Wire Alternator-60 Hz, 12 Lead, Upper Broad Range, 125C SET CONTROL-PCC 2100 Exciter/Regulator-Pmg, 3 Phase Sensor Engine Governor-Electronic, Isochronous Only Switch – Key, Control Operating Mode Warning – Low Fuel Gas Pressure Meters – AC Output, Analog Relays – Genset Status, User Configured Alarm – Audible, Engine Shutdown Interface – Communications Network, FTT-10 Circuit Breaker – 400A, Left, 2P, 240V, TM, 80% UL Engine Starter – 12 VDC Motor Battery Charging Alternator – Normal Output Engine Cooling – High Ambient Air Temperature Warning – Low Coolant Level Extension – Engine Coolant Drain Coolant Heater – 120Volt AC, Single Phase Engine Air Cleaner – Normal Duty Genset Warranty – Base (2Year/400 Hours) Rack – Battery Extension – Oil Drain Fuel Strainer – Gaseous – 1”NPT Inlet/Outlet Flexible Fuel Connection Kit – NG/LPV – 1” (27”L) Battery Charger. 10 Amp – 120/208/240VAC (60/50Hz)
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2.01	<p>Automatic Transfer Switch-Model OTECSEB or Equivalent with the following options</p> <p>Service Entrance Rated Power Command 225 Amp Poles – 3 Listing – UL 1008 Frequency – 60 Hertz System – 3 Phase, 3 Wire or 4 Wire Voltage – 240 Vac Cabinet – Type 3R Auxiliary Relay – 12 Vdc Coil – Installed Only Auxiliary Relay – Switch In Emergency Position – 12 VDC Auxiliary Relay – Switch In Normal Position – 12 VDC Genset Starting Battery – 12 VDC Clock – Exercise, External Transfer Switch Warranty – 1 Year Comprehensive</p>
2.02	<p>Scope of Work</p> <p>Scope of Work The electrical installation of the new genset and ATS. The removal of existing Manual Transfer Switch, and replacing with new ATS New genset pad will be within 20 feet of the building. Offload all equipment and place on appropriate new concrete pad. The replacement of the existing generator with a new size generator and a new ATS. Work is to be performed during normal hours and weekdays, we acknowledge that outages and critical items may need to be performed after hours or on weekends. Gas piping from meter to generator.</p>
2.03	<p>Start-up & Testing</p> <p><input type="checkbox"/> <input type="checkbox"/> One hour building load test <input type="checkbox"/> <input type="checkbox"/> One hour O&M training <input type="checkbox"/> <input type="checkbox"/> Start-up & alarm verification with a factory trained technician</p>
2.04	<p>Delivery</p> <p><input type="checkbox"/> <input type="checkbox"/> FOB factory with freight allowed to jobsite: 853 Folly Road</p>

2.2. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

- Completion of the Proposal Submission Form provided
- Adherence to Specifications
- References
- Offeror’s qualifications, experience, and demonstrated performance

2.3. Equipment, Materials and Workmanship

Offerors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the work.

All equipment, materials and labor offered and utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to

works of this nature. All necessary federal, state and local permits and licenses required for safe completion of the work shall be obtained and kept available at the work site for inspection.

Equipment offered and utilized must be in good mechanical repair and not require excessive maintenance, repair or create excessive down time that jeopardizes the Contractors ability to complete the work.

2.4. One Year Guarantee

The successful Offeror shall guarantee to maintain the work and materials against any defects arising from faulty installation, faulty materials supplied under the contract, or faulty workmanship, which may appear within one (1) year from the date of acceptance of the work by the District. Faulty materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the District on-site within 24 hours of notification. This shall be at no cost to the District.

2.5. Irrevocability & Acceptance of Proposals

The District requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time. The District reserves the right to waive formalities in, accept or reject any or all Proposals or accept the Proposal deemed most favorable in the interest of the District. The District will be under no obligation to proceed further with any submitted Proposal and should the District decide to abandon the same, it may, at any time, invite further Proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the District.

Should your Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents will be utilized to document the agreement fully and completely.

2.6. Subletting

If awarded, the Offeror will not, without the written consent of the District, assign, sublet or transfer any subsequent contract or any part thereof.

2.7. Bylaws, Permits

All work is to be performed in accordance with all District, State, and Federal laws, bylaws, codes and safety regulations. The Contractor is to obtain and pay for all necessary permits, inspection fee, licenses, etc.

2.8. Payment

Payment by the District shall be made within thirty (30) days after receipt by the District's Finance offices of properly prepared invoices and acceptance by the District of the completed work.

3. AWARD OF CONTRACT

3.1. Notification of Award

The District will notify the successful Offeror (“Contractor”) in writing of its decision to award the project.

3.2. Safety Requirements

The Contractor shall strictly comply with the current Safety regulations and the safety policies/procedures of the District. Other applicable federal, state and local regulations and policies concerning the health and safety of workers and general public shall also be followed. See Appendix A for the Contractor Safety Program.

3.3. Indemnity

The Contractor shall indemnify and hold harmless the District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him and/or the District, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

3.4. Insurance Requirements

The successful Offeror shall submit, upon award by the District, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in force. See Appendix B for insurance requirements.

3.5. Proof of Insurance

Prior to the work commencing, the Contractor shall provide proof of the required insurance coverage by delivering a completed Certificate of Insurance to the District.

3.6. Clean Up

At the end of each day and conclusion of work, the Contractor shall clean out all rubbish and debris, promptly remove any equipment or material, and leave the worksite in a clean and tidy condition.

3.7. Operations and Coordination of the Services

The Contractor agrees to coordinate the execution of the contract with the District such that disruption of the work of all involved is minimized.

3.8. Default

The District reserves the right at its sole discretion, to immediately terminate, in whole or in part, the purchase order contract if the Contractor:

- Fails to perform any provision of the services within the time specified or within a reasonable time if no time is specified, as determined by the District.
- Fails to meet the District’s standard of expected and agreed level of service and performance.

4. PROPOSAL SUBMISSION

Offerors are required to complete and submit the information following the format found on the Proposal Submission Form (Appendix C).

5. EXAMINATION OF PROPOSAL DOCUMENTS

The Offeror must carefully examine the Proposal Documents. The Offeror may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the District. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the District, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

6. GENERAL INFORMATION

6.1. Accident Prevention

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

6.2. Miscellaneous

Offerors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Acts.

The District will not assume any responsibility or liability for any costs incurred by the Offeror in the preparation of a Proposal.

Wherever possible, the District wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

7. SCOPE OF SERVICES

The complete installation of the minimum requirements for One (1) Natural Gas Generator for use in emergencies at Fire Station #2 located at 853 Harborview Road, Charleston, SC, 29412.

APPENDIX A

Contractor Safety

This document informs interested persons, including employees, that our facility has developed a procedure to transmit safety information both from the District to contractors and their workers and from contractors and their workers to the District. Common sense and safety concerns encourage standardization of these communications. These procedures standardize information transfer to make sure that all concerned have the information they need to work safely.

Purpose

A written Contractor Safety policy establishes guidelines to be followed for contractors working at the District. The rules established:

- Provide a safe working environment.
- Govern facility relationships with outside contractors.
- Ensure that contractor employees and our employees are trained to protect themselves from all potential and existing hazards.

The effectiveness of the Contractor Safety program depends upon the active support and involvement of all employees. This plan is intended to implement a program to ensure that all contractor work practices are carried out safely to minimize the possibility of injury or harm to the contractors' employees or our own employees. It is intended to serve as an additional tool in safeguarding the health and safety of employees.

The Contractor Safety policy establishes uniform requirements designed to ensure that contractor safety orientation, coordination, and safety administration practices are communicated to and understood by employees.

This document is provided to ensure all District safety plans, policies and procedures are communicated to all participating contractors. It also provides an avenue for contractors to communicate their safety plans, policies and procedures to the District. This program aims to prevent personal injuries and illnesses.

Administrative Duties

The Safety Director is responsible for developing and maintaining the program. In addition, the Safety Director and the respective Department Head are responsible for maintaining any records related to the Contractor Safety program.

Explanation of Responsibilities

1. District Responsibilities

The District has specific safety responsibilities when hiring contractors to come onto the worksite, onto the grounds, or into the buildings or facilities to perform work. District responsibilities when hiring contractors include the following listed steps. The District will:

1. Take steps to protect contract workers who perform work on or near a potentially hazardous process.
2. Obtain and evaluate information regarding the contract employer's safety performance and programs.
3. Inform the contractor of known potential fire, explosion, or toxic release hazards related to the contractor's work and the process.
4. Explain the applicable provisions of the emergency action plan to the contractor, and require that the contractor disperse that information to all workers who will work at this site.
5. Develop and implement safe work practice procedures to control contract employee entry into hazardous work areas.
6. Maintain a contractor employee injury and illness log.
7. Periodically evaluate the contract employer's fulfillment of his or her responsibilities under this policy.

2. Contractor Responsibilities

Contract employees must perform their work safely. Considering that contractors often perform very specialized and potentially hazardous tasks, such as confined space entry activities and non-routine repair activities, their work must be controlled. Contractor responsibilities when accepting contracts with the District include the following listed steps. The contract employer shall:

1. Assure that the contract employee is trained in the work practices necessary to safely perform his or her job.
2. Instruct the contract employee in the potential fire, explosion, or toxic release hazards related to his or her job and the process.
3. Assure that the contract employee knows the applicable provisions of the emergency action plan.
4. Document contract employee training.

5. Inform contract employees of and then enforce safety rules of the facility, particularly those implemented to control the hazards of the contracted process during operations.
6. Require that all subcontractors abide by the same rules to which the contractor is bound by this section.
7. Abide by the facility smoking rules. Smoking is prohibited within all buildings and in certain areas surrounding some facilities.
8. Therefore, permission must be requested before the contractor's employees are allowed to smoke in any area.

Guidelines for Contractor Safety

The following listed steps are the standard procedures for evaluating and choosing contractors who will work on-site at this company.

Obtain and evaluate information regarding a contractor employer's safety performance and programs when selecting a contractor to perform any type of contract work that might bring them into contact with any hazardous chemical or process on the premises of the District.

To determine the past safety performance, the group or individual selecting the contractor should consider the contractor's:

- Employee injury records such as Experience Modification Rate (EMOD) for Workers' C Compensation for the past three years and the contractor's past safety record in performing jobs of a similar nature.
- OSHA 300A, which includes the injury and illness rates (number of lost-time accident cases, number of recordable cases, number of restricted workday cases, number of fatalities) for the past three years.
- Incidence rates for lost-time accidents and recordable for the past three years.
- Written safety program and training system.

For contractors whose safety performance on the job is not known, obtain information on injury and illness rates and experience and obtain contractor references.

Contractor work methods and experience should be evaluated. Ensure that for the job in question the contractor and its employees have the appropriate:

- Job skills.
- Equipment.

- Knowledge, experience, and expertise.
- Any permits, licenses, certifications, or skilled tradespeople necessary to be capable of performing the work in question.

The contractor must be willing and able to provide a current certificate of insurance for Workers' Compensation and general liability coverage with the contracting company.

Each contractor must be responsible for ensuring that its employees comply with all applicable local, state, and federal safety requirements, as well as with any safety rules and regulations set forth by the District, at which it is performing the contracted work.

Possible ways to determine past compliance with such safety regulations include:

- Requesting copies of any citations for violations occurring within the last three years, to determine the frequency and type of safety laws violated.
- Having all bidders on jobs describe in detail in writing any safety programs in place at the contractor, infractions, accidents, and Workers' Compensation claims within the last three years. This information will provide James Island Public Service District with a solid background on that contractor's safety performance and adherence to safety rules and regulations.

Guidelines for Information Exchange

Before contract work begins, the District shall:

1. Designate a representative to coordinate and communicate all safety and health issues with the contractor. The designated representative will have a copy of the work document, be thoroughly familiar with its contents, and with the safety and health aspects of the work, or know who to call to obtain this information. The designated representative is responsible for ensuring that all District responsibilities listed below are carried out.
2. Provide a copy of the facility's written safety policies and procedures to the contractor.
3. Inform the contractor of any emergency signals and procedures that may be put into operation in areas where the contractor's employees are working. The contractor should be given the telephone numbers of the nearest hospital, ambulance service, and fire department.
4. Conduct an inspection of the proposed worksite area before the prestart-up meeting so any known information about on-site hazards, particularly non-obvious hazards, are documented and thoroughly communicated to the contractor.

5. Work directly with the contractor's designated representative, with whom all contacts should be made.
6. Conduct a pre-job briefing (walk-through) with the contractor's designated representative and a supervisor from each of the areas of the District involved in the contractor's work.
7. Review all contract requirements related to safety and health with the contractor's designated representative, including, but not limited to, rules and procedures, personal protective equipment (PPE), and special work permits or specialized work procedures. Advise the contractor that the facility safety and health policies must be followed. A copy of the facility's safety plans must be furnished to the contractor.
8. Inform contractor's designated representative of the required response to employee alarms and furnish the contractor with a demonstration or explanation of the alarms.
9. Communicate thoroughly with the contractor's designated representative any safety and health hazards (particularly non-obvious hazards and hazard communication issues) known to be associated with the work, including those in areas adjacent to the worksite. Tell them it is the contractor's responsibility to convey this information to its employees.
10. Review preparation of worksite before contractor begins initial work.
11. Identify connect-points for all services, such as steam, gas, water, electricity, etc. Define any limitations of use of such services.
12. Ensure that all affected employees at the District receive training on all hazards to which they will be introduced by a contractor.

During the contract work, the District shall:

1. Limit, as necessary, the entry of District employees into contractor work areas.
2. Monitor the contractor's compliance with the contract throughout the duration of the work. When checking contractor work during the project, note any negligent or unlawful act or condition in violation of safety standards or requirements. Any items noted should be brought immediately to the attention of the contractor's designated representative in writing, with a copy of the notice being sent to the contractor's home office concurrently. However, if an unsafe act or a condition is noted that creates an imminent danger of serious injury, immediate steps should be taken with the contractor's designated representative, or in his or her absence, the contractor's employees to stop the unsafe act or condition. Do not allow work that is in violation of a regulation to continue.

3. Document all discussions, including place, time, and names of contractor employees in attendance.
4. Approve the contractor beginning work each day, unless it is routine service or maintenance work or periodic outdoor service or maintenance work.
5. Work for which the District has developed specific and generally applicable procedures, make sure contractors and their subcontractors follow the same procedures.
6. Do not allow loaning of tools and equipment to outside contractors and their subcontractors. The contractor is required to provide the necessary tools and equipment.
7. Contact the nearest medical facilities, when available, in emergency situations where severity of the injury dictates immediate attention.
8. Obtain a copy of each OSHA recordable injury report from the contractor and subcontractor. Investigate and report to the Safety Director and District Manager all personal injuries to contractor and subcontractor employees.
9. Investigate and report any property losses. Maintain a contractor accident report file. After conclusion of the contract work, the Department Head and the Safety Director completes a post-project assessment of the contractor's safety performance for the District Manager to be used for future reference, with a recommendation on whether or not to re-hire the contractor.

1. Contractor Guidelines for Information Exchange

Before the contract work begins, the contractor must:

1. Designate a representative to coordinate all safety and health issues and communicate with the District's designated representative.
2. Provide documentation of any necessary safety training, as described in the Training Requirements section of this policy, to the District's designated representative.
3. Sign a confidentiality statement to protect the District's proprietary data.
4. Provide information to the designated representative on the safety and health hazards that may arise during the course of the contractor's work at the District and the means necessary to avoid danger from those hazards, including Hazard Communication and all other potential hazards.
5. Obtain from the District any safety rules and regulations in effect at the District or potential hazards present that may affect the contractor's work.

6. Be certain to be informed of any emergency signals and procedures that may be put into operation in areas where the contractor's employees are working. The contractor should be certain to have the telephone numbers of the nearest hospital, ambulance service, and fire department.

7. Advise and train its employees on hazards associated with the work to be performed, including any Hazard Communication or other hazard information provided the contractor by the Districts designated representative.

8. Keep the designated representative of the District fully informed of any work which may affect the safety of District employees or property. This includes complying with the state and federal Right-to-Know legislation and providing the designated representative appropriate material safety data sheets (MSDSs) or other required information about chemicals the contractor will bring onto the site.

9. Know who to call and what to do in emergencies, including where first-aid and medical services are located and train employees on this.

During the contract work, the contractor shall:

1. Have a designated site safety coordinator present and attentive to the work being carried out at all times that the contractors and/or subcontractors are working at the facility site.

2. Ensure that all subcontractors are abiding by the terms of this plan.

3. Establish necessary safe practices to permit work under operating conditions without endangering the District's associates and property. This includes but is not limited to barricading, sign-posting, and fire watches.

4. Make sure that any equipment, chemicals, or procedures used by the contractor to perform contracted work meet all OSHA requirements.

5. Be held responsible and accountable for any losses or damages suffered by the District and/or its employees as a result of contractor negligence.

6. Provide its employees with medical care and first-aid treatment.

7. Use only the building entrance designated and follow the District's access control practice.

8. Provide supervisors and employees who are competent and adequately trained, including training in all health and safety aspects of the work involved in the contract.

9. Provide all tools and equipment for the work, including personal protective equipment (PPE), and ensure the equipment is in proper working order and employees are instructed in its proper use.

10. Maintain good housekeeping in the workplace.

11. Follow specific instructions supplied by the District should emergency alarms be activated.

12. Notify the designated representative immediately of any OSHA recordable injury or illness to contractor employees or subcontractor employees occurring while on the site of the District. Provide a copy of each accident report to the designated representative.

13. Receive and use a copy of the District's written safety policies and procedures.

After conclusion of the contract work, the contractor is responsible for cleaning all work areas and disposing of any discarded materials in a proper and legal manner.

Training Requirements

1. District Requirements

James Island Public Service District makes sure that affected District employees receive training on all hazards to which they will be introduced by a contractor.

In addition, the District emphasizes to contractors that it is the contractor's responsibility to convey to its employees any safety information provided by the District to the contractor.

2. Contractor Requirements

The contractor must:

1. Train all workers on all safety and health hazards and provisions applicable to the type of work being done, and provide documentation of such training to the District's designated representative.

2. Train employees on where to obtain first-aid and medical services.

Recordkeeping Requirements

1. District Requirements

The designated representative will:

1. Have a copy of the contract on file and be thoroughly familiar with its contents, and with the safety and health aspects of the work.

2. Keep records of all training done with District workers regarding hazards to be caused by the contracting company.

3. Keep copies on file of all forms or statements related to the contracts that are required by the District to be filled out before or during contract work.
4. Keep an OSHA recordable injury and illness log for the project, as well as copies of accident reports on all accidents that occur in the course of the project.
5. Keep a daily log regarding pre-work start-up inspection findings.
6. Keep records of all documentation of any sort provided by the contractor, including records of training done, MSDSs, accident reports, etc.
7. Keep records of all documentation of any sort provided to the contractor, including list of hazards to train their employees on, MSDSs, etc.
8. Document all discussions, letters, memos, or other communications made to the contractor regarding safety issues, including place, time and the names of people involved.

**RECEIPT OF THE
JAMES ISLAND SERVICE DISTRICT
CONTRACTOR SAFETY PROGRAM**

Company Name: _____

Contractor's Authorized Agent: _____

I acknowledge receipt of and agree to comply with the District Contractor Safety Program. I will also make employees and subcontractors aware of District's safety expectations and requirements.

I understand that any accidents, injuries or property damage will be reported to the District Safety Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the District Safety Manager.

Authorized Signature: _____

Date: _____

I certify that all personnel entering confined spaces have been trained in accordance with OSHA standard 29 CFR 1910.146.

Authorized Signature: _____

Date: _____

APPENDIX B INSURANCE REQUIREMENTS

For Contractors Doing Business with the District (these Insurance Requirements supersede and replace all Insurance Requirements contained elsewhere in these documents).

1. GENERAL CONSIDERATIONS

It is a requirement of the District that Contractors must agree to the indemnity obligations set forth in the General Contract. The District reserves the right to participate in the defense of any claim or action that is brought against the District.

To insure compliance with this policy, the District requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to the said District insurance policy of any company licensed to do business in the State of South Carolina, and is all encompassing in coverage or limit of liability.

2. INSURANCE REQUIREMENTS

During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be a company or companies licensed to do business in South Carolina. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in South Carolina with the South Carolina Department of Insurance, (2) has a Best Financial rating of A minus or better, with a policyholder surplus of Roman Numeral X or better, and (3) otherwise acceptable to The District.

All Comprehensive General Liability policies and Comprehensive Automobile Liability policies shall be endorsed to include the District as an Additional Insured and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance of the State of South Carolina or otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverage required hereafter and the District has approved such insurance.

Checked if Required:

GENERAL LIABILITY

a. Comprehensive (Commercial) General Liability:

The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at anytime resulting there from, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

AUTOMOBILE LIABILITY

b. Comprehensive (Business) Automobile Liability (all owned, hired and non-owned):

The Contractor shall have and maintain during the life of the Contract such Comprehensive (Business) Automobile Liability (all owned, hired and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

c. The Contractor shall have and maintain during the life of the Contract Worker's Compensation Insurance conforming with the requirements of the laws of South Carolina and (if the box is checked) the Jones Act () and the Longshoremen's and Harbor Worker's Compensation Act (). In case of any employee or employees are not covered by such laws of South Carolina or the Jones Act or the Longshoremen's and Harbor Workers Compensation Act, the Contractor shall provide Employers' Liability coverage for the protection of such employee or employees.

3. ADDITIONAL INSURANCE REQUIREMENTS;

The Certificate of Certificates of Insurance shall contain the following provisions, to-wit:

The coverage provided shall not be canceled, reduced in coverage or allowed to lapse unless and until the District receives at least thirty (30) days advance written notice of

same. Said written notice must be delivered to the Director, Insurance and Safety Division, at his office shown as the address of the Certificate Holder below.

4. The word "Contract" above means the AGREEMENT between the District and CONTRACTOR for this PROJECT. The word "Contractor" means the successful BIDDER who is the CONTRACTOR for this PROJECT. The limit "Each Person" is the monetary limit applied to each person injured in a given occurrence. The limit "Each Occurrence" is the limit of the total liability for claims, subject to the limit for "Each Person" from one common cause. The word "Aggregate" is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

5. The CONTRACTOR is required to have a CERTIFICATE of INSURANCE properly executed by an insurance company or insurance companies authorized to do business in the State of South Carolina.

6. MINIMUM LIMITS OF COVERAGE – Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

GENERAL LIABILITY

- (a) Comprehensive General Liability
 - Bodily Injury \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate per Project
 - Property Damage \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate per Project
 - (or) Combined Single Limit \$1,000,000 Per Occurrence per Project
- (b) Premises and Operations Liability same limits as in (a) above.
- (c) Products and Completed Operations Liability same limits as in (a) above.
- (d) Contractual Liability same limits as in (a) above.

AUTOMOBILE LIABILITY

- (e) Comprehensive Automobile Liability (all owned, hired and non-owned)
 - Bodily Injury \$1,000,000 Each Person
 - \$1000,000 Each Occurrence
 - Property Damage \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate

(or) Combined Single Limit \$1,000,000 Per Occurrence

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

(f)	Worker's Compensation	Statutory Amount
	(including compliance with the Jones Act and Longshoremen's and Harbor Worker's Act as applicable)	
	Employer's Liability	\$1,000,000 Per Occur

PROPERTY DAMAGE

(g)	Builder's Risk Insurance	\$(Value of Structure)
(h)	Other Insurance	\$(As Required)

JAMES ISLAND PUBLIC SERVICE DISTRICT
PO Box 12140 / 1739 Signal Point Road
Charleston, SC 29422
Phone (843) 795-9060 / Fax (843) 762-5240

Proposal Submission Form

SOLICITATION NUMBER: RFP #GF2016-03
DESCRIPTION: Installation of One (1) Natural Gas Generator
OPENING DATE/TIME: September 21, 2016 @ 2:00 pm
LOCATION: Conference Room @ 1739 Signal Point Road

One (1) Natural Gas Generator Installed \$ _____

Sales Tax (8.5%) \$ _____

Total Bid Price \$ _____

Note: Please visit our website for any addendums to this solicitation prior to submitting.

Company Name

Federal ID #

Mailing Address

Print Name/Title

Contact Number

Authorized Signature

Date

JAMES ISLAND PUBLIC SERVICE DISTRICT

PO Box 12140 / 1739 Signal Point Road

Charleston, SC 29422

Phone (843) 795-9060 / Fax (843) 762-5240

"No Bid" Response Form

SOLICITATION NUMBER: RFP #GF2016-03

DESCRIPTION: Installation of One (1) Natural Gas Generator

Please check statement(s) applicable to your "No Bid" response:

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name

Federal ID #

Mailing Address

Print Name/Title

Contact Number

Authorized Signature

Date

