



**CITY OF SAVANNAH - PURCHASING DEPARTMENT**  
**P.O. Box 1027 - Bull & Bay Streets**  
**Savannah, Georgia 31402**  
**(912) 651-6425**  
***www.savannahga.gov***

**August 26, 2005**

**Request for Proposals for**  
**Installation of Armillary Sundial in Troup Square**  
**RFP#05.291**

Dear Proposer:

The City of Savannah is now accepting proposals for the installation of the restored Armillary Sundial in Troup Square.

Instructions for preparation and submission of a proposal are contained in this package.

A **pre-proposal conference** has been scheduled for **11:00 a.m. on Tuesday, September 6, 2005** in the Office of the Purchasing Director, third floor of City Hall.

All proposals are due in the Office of the Purchasing Administrator, 3rd floor, City Hall, 2 East Bay Street, Savannah, Georgia 31401 (P.O. Box 1027, 31402) **no later than 1:30 p.m. on Tuesday, September 13, 2005**. The names of the respondents will be read at the public bid opening shortly thereafter.

Thank you for your interest in doing business with the City of Savannah.

Sincerely,

Margaret H. Joyner  
Purchasing Director

Barbara D. Hayes  
Buyer

## SECTION I

### INFORMATION & INSTRUCTIONS

#### 1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Armillary Sundial**, **RFP #05.291**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 **Proposal Format:** Proposals shall be submitted in the following format and include the following information.

- a) Detailed description of vendor's qualifications including references
- b) Detailed description of the process/methods, materials and equipment to be used to perform the installation.
- c) Fee Proposals per instructions in Section III signed by responsible party

1.3 It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Proposal.

1.4 Proposers will be notified in writing of any change in the specifications contained in this RFP.

1.5 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Savannah. No employee of the City of Savannah is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 **Right of Rejection and Clarification:** The City of Savannah reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Savannah is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

1.7 **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

1.8 **Denial of Reimbursement:** The City of Savannah will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Savannah for the purpose of influencing consideration of this proposal.

- 1.10 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.11 Right of Negotiation:** The City of Savannah reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.12 Right of Rejection of Lowest Fee Proposal:** The City of Savannah is under no obligation to award this project to the proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.
- 1.13 Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Savannah, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.14 Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Savannah, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- 1.15 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Savannah when received.
- 1.16 Basis of Award:** Proposals will be evaluated according to the following criteria and weight at a minimum:
- a) Proposer's qualifications and experience *(35 points)*
  - b) Process, materials and equipment to be used to perform installation *(30 points)*
  - c) Fees *(35 points)*

Proposals shall be evaluated by a Selection Committee. The Selection Committee may, at its option, request any or all proposers to provide additional information.

- 1.17 Copies:** An original and two copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.
- 1.18 Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

Barbara Hayes  
Buyer  
(912) 651-6426  
email: [Barbara\\_Hayes@savannahga.gov](mailto:Barbara_Hayes@savannahga.gov)

Technical questions shall be directed to:

David White  
Director, Park & Tree  
(912) 651-6610  
email: David\_White@SavannahGa.gov

- 1.19 Submittal of Qualifications:** Proposers should submit experience and qualifications detailing company's ability to meet all requirements listed in this request for proposal. A minimum of three references for whom the contractor has completed projects with similar scope shall be included. Each reference should include a contact person, phone number, company name and address.
- 1.20 Contract:** The contract between the City of Savannah and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Savannah reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- 1.21 Termination of Contract:** The City of Savannah may cancel the contract at any time for breach of contractual obligations by providing the consultant with a written notice of such cancellation. Should the City of Savannah exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 1.22 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 1.23 Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the City to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to the City of Savannah. Proposers are required to make Good Faith Efforts to subcontract, where applicable, with or purchase supplies from MWBEs. The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

The proposer shall also submit the attached notice of non-discrimination with their proposal and complete the participation schedule if appropriate.

**1.24 Bonds:** (Check where applicable)

- (A) Each bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security.

- (B) No bond, certified check, or U.S. Money Order is required.
- (C) Bidder shall post a payment / performance bond, certified check or money order payable to the City in the amount of **100%** of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment invoices to any subcontractors.
- (D) Bidder shall post a performance bond, certified check or money order in the amount of \_\_\_ % of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia, approved by the City, and must be executed on the attached forms. At the discretion of the City, other forms of security may be considered in lieu of a performance bond.

**1.25 Liability:** Where bidders are required to enter or go onto City of Savannah property to deliver materials or perform work or services as a result of bid award, the bidder shall be liable for any injury, damage or loss to the City occasioned by negligence of the bidder or his agent or any person the bidder has designated in the completion of his contract as a result of his bid and shall indemnify and hold harmless the City from any liability arising therefrom. When specified a certificate showing appropriate liability insurance coverage must be submitted to the Purchasing Director prior to award of the purchase. In connection with its indemnification and Hold Harmless, bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract.

**SECTION II**  
**SCOPE OF WORK**

2.0 **Purpose:** The City of Savannah is seeking a qualified contractor to reinstall the newly renovated Armillary Sundial in Troup Square.

2.1 **Scope of Work:** The contractor shall furnish all necessary labor, tools, equipment, supervision and other items needed to successfully reinstall the Armillary Sundial. The sundial is currently stored in a shipping crate at the City Lot on Stiles Avenue. The stone pedestal base of the sundial is located in Troup Square on Habersham Street between Harris and Charlton Streets. The scope of this project is to securely reinstall the stone pedestal, transport the sundial to the square and install it on the pedestal. All work shall be done in a manner to protect the integrity of the sundial and pedestal as well as the pavement and landscaping in the square.

The contractor shall submit as art of the proposal a description of the process/methods, materials ad equipment that will be used to perform the work.

2.2 **Specifications:**

2.2.1 Prepare stone pedestal and platform by removing existing mortar.

2.2.2 Install stone pedestal on platform with non-shrinking cement grout material. Pedestal shall be installed plumb and level.

2.2.3 Grout should be completely cured before proceeding with sundial installation.

2.2.4 Install the base support ring on the pedestal.

2.2.5 Transport the sundial to Troup Square. The weight of the sundial is approximately 2,000 pounds and made of bonze. Extreme care in handling must be used.

2.2.6 Install the sundial on base ring. Installation fasteners will be provided by the City's Park and Tree Department. The sundial must be installed using equipment and methods allowing precision alignment and careful positioning of the sundial on the pedestal..

2.3 **Schedule:** All work is to be completed within 21 days of notice to proceed.

2.4 **Insurance Requirements:**

2.4.1 Contractor does hereby covenant and agree to indemnify and save harmless the City of Savannah, its members and staff, from all fines, suits, claims, demands and actions of any kind and nature based upon or arising out of any or all of the operations to be performed by Contractor.

Contractor shall maintain with insurance underwriters satisfactory to the City of Savannah a standard form policy or policies of insurance in the following amounts:

2.4.2 Comprehensive General Liability -

\$500,000 - General Aggregate Limit  
\$500,000 - Products - Completed Operations Aggregate Limit  
\$500,000 - Personal and Advertising Injury Limit  
\$500,000 - Each Occurrence Limit  
\$500,000 - Fire Damage Limit  
\$ 5,000 - Medical Expense Limit (Any One Person)

Commercial Catastrophe (Umbrella) Liability - Shall be written for the following limits:

\$500,000 - Each occurrence for Bodily Injury and Property Damage  
\$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability - Shall be written for the following limits:

\$500,000 - Each occurrence for Bodily Injury and Property Damage  
\$500,000 - Annual Aggregate

Comprehensive Automobile Liability - Shall be written for all owned vehicles, non-ownership liability and hired vehicles and shall be written for the following limits:

\$500,000 - each occurrence for Bodily Injury and Property Damage

It is understood that the specified amounts of insurance in no way limit the liability of the contractor, and that contractor shall carry insurance in such amounts so as to indemnify and save harmless the City of Savannah, its members and staff, from all claims and suits, demands, and actions. Contractor shall furnish a certificate from the insurance carrier or carriers showing such insurance full force contract.

**2.5 Addendum:** Vendor is responsible for determining and acknowledging any addenda issued in connection with this request for proposal.

**SECTION III**  
**FEE PROPOSAL**

I have read and understood the requirements set forth in this RFP #05.291 and agree to comply except as noted. The fee proposal includes all fees for work as described in Section II, Scope of Work. Additional pages may be used to show process/methods to be utilized to successfully complete the project.

REINSTALL THE ARMILLARY SUNDIAL IN TROUP SQUARE \$ \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

Area Code

FAX: ( \_\_\_\_\_ ) \_\_\_\_\_

Area Code

Confirm receipt of any addenda issued for RFP #05.291 Addendum # \_\_\_\_\_

Date \_\_\_\_\_

## NON-DISCRIMINATION STATEMENT

The proposer certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

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Signature

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Title

**PROPOSED SCHEDULE OF M/WBE PARTICIPATION**

Name of Bidder/Proposer: \_\_\_\_\_ Bid No. \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Total Bid Amount \$ \_\_\_\_\_

Name of M/WBE Participant	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/WBE Status
			\$	
			\$	
			\$	
			\$	

MBE Participation Value: \_\_\_\_\_ % \$  
 Women Participation Total Value: \_\_\_\_\_ % \$

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah.

**Joint Venture Disclosure**

If the proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the Minority/Female joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

Signature: \_\_\_\_\_

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

Note: The Minority/Woman-Owned Business Office is available to identify qualified M/FBE's. Please contact the Office at (912) 651-3653. This form may be copied as needed. The City of Savannah has also posted a list of registered M/FBEs on its website @ [www.savannahga.gov](http://www.savannahga.gov).