

# REQUEST FOR PROPOSAL

Release Date: April 3, 2023

Provide Fabrication and Installation for the Wayfinding & Signage Program

## 1. INVITATION TO BID

The City of Anderson is seeking proposals from qualified professional sign companies to fabricate and install the Wayfinding & Signage Program. The project includes City Entry (Gateway) Signs, Vehicular Directional, Parking Directional, Parking Garage Entry Identification, Pedestrian Directional and Kiosks.

## 2. DEFINITIONS

Definitions for the purposes of this RFP include:

Owner:	City of Anderson
Designer:	MERJE, West Chester, Pennsylvania
Bidder:	All individuals or companies interested in submitting a proposal and fee for the scope of work outlined in this Request for Proposals
Contractor:	The individual or company whose proposal has been accepted by the Owner and is awarded a fully executed, written contract for this project.
Bid:	A formal offer submitted by a bidder in response to this solicitation.
Request for Proposal (RFP):	This formal procurement document for which products and services are requested.

## 3. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	April 3, 2023
Deadline for Written Questions	April 18, 2023
Responses to Questions Posted	April 20, 2023
<b>Proposals are Due</b>	<b>April 25, 2023</b>
Proposal Evaluation Completed	June 2, 2023
Approval of Contract	June 12, 2023
Approval to Proceed	June 19, 2023

## 4. PROPOSAL SUBMISSION AND DUE DATE

3 copies and 1 digital file (PDF) of the Bidders proposal shall be submitted to **City of Anderson** by **April 25, 2023 by 2:00 P.M.** Proposals received after the stated deadline will not be accepted. Proposal packages are to be delivered to:

**Mary Haley Thompson**  
**Director of Strategic Projects**  
**City of Anderson**  
**401 S. Main St.**  
**Anderson, SC 29624**

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The proposals shall be reviewed by the Owner and City staff to qualify the lowest responsible bidder. The lowest responsible bidder will be determined as the proposal that provides the "Best Value" to the Owner. "Best Value" means the overall combination of quality, price and other elements of the proposal that, when considered together, provide the greatest overall benefit in response to the requirements described in the solicitation documents. The Owner shall rank the Bidders based upon the materials submitted. The Owner reserves the right to accept or reject any and all bids in whole or in part. Subsequently, the Owner shall present the bids to the Owners Board of Directors or a designated committee or task force, for approval. Once the Owner approves a contract, the Owner will provide an "Approval to Proceed" and instruct the Contractor to initiate the fabrication and installation of the project.

#### Conditions of Acceptance

This RFQ does not commit the **City of Anderson** to award a contract or to pay any costs incurred for any services. The **City of Anderson** at their sole discretion, reserve the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified source, or to cancel this RFQ in part or in its entirety. All proposals will become the property of the **City of Anderson**. If any proprietary information is contained in the proposal, it should be clearly identified.

#### RFP Expenses

All expenses related to the Bidders response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that Bidder. The City or Owner shall not reimburse bidders for any cost incurred during this RFP process.

### **5. CONTACT INFO / OWNERS REPRESENTATIVE**

No oral interpretation will be made to any bidder as to the meaning of the Bidding or Contract Documents or any part thereof. All questions and communications throughout this bid process shall be submitted to the Owners Representative in writing by mail or via email.

#### **Owners Representative**

Mary Haley Thompson

mthompson@cityofandersonsc.com

#### Cone of Silence

From the date that this RFQ is issued and until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason, in regard to this project, with anyone employed by **City of Anderson, MERJE or any other consultants identified as part of this project.**

### **6. BIDDER REGISTRATION**

Upon receipt of this RFP, all interested parties shall register for this bid by filling out **EXHIBIT A: BIDDER REGISTRATION FORM** and email the form to the Owners Representative. Failure to do so may cause the vendor to not receive Addendums and other formal communications, regarding this bid.

### **7. PRE-BID SITE MEETING**

There will be no Pre-Bid Meeting for this project.

### **8. BIDDING & CONTRACT DOCUMENTS**

#### BASE BID

Bidder shall provide pricing based on the Design Intent Drawings and Technical Specifications as outlined in the Bidding Documents.

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## ALTERNATE BID

The Bidder may choose to submit a separate Alternate Bid, indicating their cost savings. The Bidder must notify the Owner of any deviations used to determine their final bid price.

The Bidding Documents include the following documents:

<u>Contract Documents</u>	<u>Date</u>	<u>Prepared By</u>
1. Design Intent Drawings & Technical Specs.	March 27, 2022	MERJE
2. Sign Location Plans	February 2, 2023	MERJE
3. Message Schedule	February 2, 2023	MERJE

<u>Exhibits</u>		<u>Pages</u>
A. Bidder Registration Form	Submit with Bidder's Proposal	A1
B. Bid Pricing Form (attached Excel file)	Submit with Bidder's Proposal	B1 - B4
C. Bidders Qualification Form	Submit with Bidder's Proposal	C1 - C4
D. Non-Collusion Affidavit	Submit with Bidder's Proposal	D1
E. Bid Guaranty and Contract Bond	Submit with Bidder's Proposal	E1

## Bid Form

All bids shall utilize the supplied **EXHIBIT B: BID PRICING FORM**. This form has been supplied as a Microsoft Excel document and should be filled out digitally and submitted as a paper hard copy in the section outlined per the required Proposal Format. Bid Forms submitted in other formats or handwritten will be considered non-responsive and shall not be considered. All costs associated with fabrication, installation and coordination of this project shall be included on this Bid Form regardless if there is a specific line item or not.

## **9. REVISIONS TO THE RFP AND ADDENDUMS**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via email. All questions must be directed to the Owners Representative. The Owners Representative will accept question through **April 18, 2023**. Questions will be answered in writing by the Owner's representative and provided via email by **April 20, 2023**. The Owner also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

Bidders and Contractors must inform the Owner, at the earliest opportunity, in writing, of any and all omissions, errors, and /or discrepancies within or among the existing conditions, plans, specifications, and bidding documents which a bidder or Contractor discovers.

## **10. INSPECTION OF SITE**

Prior to submitting a Bid, each Bidder and their Sub-Contractors should visit the site of the proposed work and fully acquaint themselves with the existing conditions there relating to construction and labor and should fully inform itself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize itself with the Design Intent Drawings, Technical Specifications, Sign Location Plans, and Message Schedule and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Owner will reject any claim based on the facts regarding which it should have been on notice.

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## 10. ACCEPTANCE PERIOD

Bidders shall guarantee their submitted bid price for 90 days from the due date for receipt of bids.

## 11. PROJECT DESCRIPTION

The City of Anderson has been working with MERJE on the development of a comprehensive community wayfinding and signage program. The project includes City Entry (Gateway) Signs, Vehicular Directional, Parking Directional, Parking Garage Entrance Identification, Pedestrian Directional and Kiosks.

Signs will be located in both City, County, and State right-of-way. The City will submit a request for an Encroachment Agreement with State DOT. All signs located within State DOT right-of-way shall be fabricated, installed, and coordinated based State DOT requirements.

### Project Phases:

- Phase 1: Downtown Signage: Vehicular, Parking & Pedestrian Directional and Kiosks
- Phase 2: Downtown Vehicular Directional, Parking Lot Directional & ID, and Pedestrian Directional
- Phase 3: City/Countywide Signage: Gateway and Vehicular Directional

The project and its associated **BID PRICING FORM (EXHIBIT B)** has been separated into several Phases based on project priorities, sign type costs, funding sources, available budgets and required approvals. This request for proposal is for Phase 1 only. The project may be installed as a single effort (all Phases at once) or the Owner may decide to implement only certain phases based on received pricing, available budgets and the timing of third-party approvals.

***NOTE: The award of a contract for this project may not follow the numeric sequence of the identified Phases. The Owner reserves the right to award the project as it determines to best fit their requirements.***

## 12. SCOPE OF SERVICES

### 1. Fabrication and Installation

The Contractor shall fabricate and install all signage based on the Design Intent Drawings, Technical Specifications and standard industry practices.

The Contractor shall furnish all necessary labor, material, equipment, transportation and services to fabricate and install City Entry (Gateway) Signs, Vehicular Directional, Parking Directional, Parking Garage Entrance Identification, Pedestrian Directional and Kiosks as identified in the Design Intent Drawing package. The locations for the Wayfinding Signs that are to be installed by the Supplier/Contractor are shown on the attached location drawings. The Supplier/Contractor will be responsible for the construction of the Wayfinding Signs based on the details shown in the Design Intent Drawings, Message Schedule and Specifications. The Supplier/Contractor will be responsible for installing the Wayfinding Signs, including all necessary appurtenances, to make the Wayfinding Signs complete and operational/functional

The Contractor shall coordinate as necessary with all State, County and City agencies and departments required to fabricate and install the signs in the individual right-of-way.

The Contractor and their Sub-Consultants shall retain and maintain all necessary State, County and Local Licenses required to perform the work requested as part of this project.

The Bidder shall provide pricing to accomplish all work as outlined in the Design Intent Drawings, Technical Specifications, Sign Location Plans and Message Schedule. Information given on the attached Design Intent Drawings

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and Technical Specifications relative to existing conditions has been obtained from sources believed to be reliable, but shall be subject to verification in the field by the Bidder.

Please Note: The selected Contractor must field verify exact locations and conditions for the Wayfinding Signs locations. The contract will be required to take a field survey/inventory at the installation locations, check all grades and all measurements in conjunction with the attached Design Intent Drawings and provide submittal drawings for the Owners approval prior to fabrication and installation.

Once submittal drawings for all the Wayfinding Signs are approved by the Owner and/or their representative agent, the Contractor will order components, fabricate and install all signs as required by the contract.

The Bidder shall make themselves familiar with all of the requirements of the project as outlined in the Design Intent Drawings, Technical Specifications, Sign Location Plans and Message Schedule.

In addition to the fabrication and installation of the project, the bidders price shall also include all time, material and labor associated with the following pay items (see line items provided per **Exhibit B Bid Pricing Form**).

#### 2. Prototypes and Samples

All costs necessary for requested prototypes and color, material and product samples necessary to gain approvals.

#### 3. Shop Drawings

Production of all necessary shop drawings, indicating all materials, processes, specifications, fabrication details, and installation methods.

#### 4. Structural Engineering

Provide all necessary structural engineering calculations and signed and sealed drawings for proposed signs, structures (existing and new) and other elements as necessary to perform the work and provide a structurally sound and safe product. All drawings shall be signed and sealed by a registered Structural Engineer, licensed in the state the project is being installed.

#### 5. Traffic Control Plans

Provide Traffic Control Plans and strategy based on the City's requirements. For work located in the public right-of-way the Contractor shall follow all State Department of Transportation, County or Municipal government regulations, permits and ordinances.

#### 6. Field Surveys Prior to Beginning Work

Contractors representatives will be present at all field surveys and site markings prior to installation. See Technical Specifications, Section 10436 and 10437 for Contractor's staff responsibilities.

#### 7. Installation: Call Utilities Before Digging

Prior to any digging the Contractor shall contact all required utility company's. Including, but not limited to Water, Gas, Electric, Fiber-Optics, Cable, Telephone, etc.). It is the responsibility of the Contractor to coordinate all calls, utility checks and footer production so that it will not delay the installation of the sign program.

#### 8. Permits & Fees

Within their total project cost, the Bidder shall include all costs required for permits and fees associated with this project.

#### 9. Removal Of Existing Signs

The Contractor shall remove all existing wayfinding, directional and trailblazer signs as indicated in the Comments section of the project Message Schedule. This work shall be sequenced and coordinated with the installation of the new sign program.

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Removal of existing signs shall be included in the Bidders Total Project Cost.

Removal shall include the removal of existing sign panels off of existing utility poles or lamp post and removal of post and sign panels at ground level, including repair of surfaces. Removal does not include the excavating and removal of existing footers.

#### 10. Shipping, Delivery and Storage

Include all costs required to ship, deliver and store all post, panels and all other sign components in the appropriate protective covering and crating to fully protect all sign components and surfaces against damage.

As necessary, provide secure local storage area during fabrication and installation period.

#### 11. Installation: Concrete and Surface Replacement

Include costs for all surfaces with like materials. All new surfaces adjacent to and within 25'-0" sq. ft. of post, including the entire excavated area shall be returned to the same condition and quality, including, materials, finish and grading that was present prior to excavation.

When pouring a footer within a area that contains a surface brick or specialty pavers, The pattern of bricks / pavers shall be removed, stored and replaced in the exact same positioning in the order they were removed.

When locating a footer within a single larger pavement block adjacent to at least 2 expansion joints, the entire block of pavement shall be removed and replaced with the same materials and finish of adjacent sidewalk areas - up to 25 sq. ft. (5' - 0" x 5' - 0")

#### 12. Installation: Underground Vaults/Basements

Prior to bidding, to the greatest extent practical the Contractor shall make themselves familiar with all underground basement/vault locations that may interfere with a potential sign location footer.

#### 13. Attic Stock

Contractor shall supply attic stock components of posts, sign panels, brackets and other components as requested and as outlined on **EXHIBIT B: BID PRICING FORM**

### **13. PROPOSAL FORMAT**

Proposals are to be submitted per instructions Section 4. Bidders are encouraged to keep their proposals brief and relevant to the specific work required. Proposals shall follow the following format and limited to the quantity pages identified below.

#### A. Cover Letter (maximum 1 page)

1. The name, address and phone number of the Bidders contact person for the remainder of the selection process.
2. Any qualifying statements, comments or exceptions regarding the Bidders proposal and the information provided in the RFP.
3. Identification of any Sub Contractors and their responsibilities.

#### B. Statement of Qualifications Prime Contractor (maximum 1 single side page per person/topic)

1. Resume of the Project Manager
2. Resume of the On-Site Installation Manager (required)
3. Resume of all Prime Contractor's other key personnel.
4. List of all in-house capabilities, including size of manufacturing facility
5. Three (3) References for previous Community Wayfinding clients

#### C. Statement of Qualifications of Sub-Contractors (maximum 1 single side page per person/topic)

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1. Resume of the Project Manager
2. Resume of the On-Site Installation Manager (required)
3. Resume of all Prime Contractor's other key personnel.
4. List of all in-house capabilities, including size of manufacturing facility
5. Three (3) References for previous Community Wayfinding clients in the past 5 years.

D. Letter of Intent to Partner (maximum 1 single side page)

1. If a Sub-Contractor shall be engaged for the installation, the Bidder shall provide a letter of "Intent to Partner" between the Prime Contractor and the Sub-Contractor, outlining the agreed upon Sub-Contractors Scope of Work and Fee. The letter must state the Prime Contractor and Sub-Contractor have reviewed all of the Contract Documents and they understand the total project scope and tasks required to complete the project.
2. The letter shall be signed by authorized officials of both the Prime Contractor and the Sub-Contractor

E. Portfolio: Experience with Similar Projects (maximum 12 double-sided pages)

1. Bidder shall provide a maximum of 8 project examples. 5 of which shall be Community Wayfinding Programs of similar scope and construction costs. Include a brief description of the project, photos, budget and timelines.
2. If utilizing sub-Contractors; Provide 3 examples of the sub-Contractors role and experience with Community Wayfinding Programs of similar scope and construction costs.

F. Scope of Work (maximum 2 double sided pages)

1. A description of the Project's methodology tasks, sub-tasks and deliverables that will be provided.
2. Provide a statement of any exceptions you take to the project contract, design intent drawings, materials, methods, or other items that may affect your total cost of the project.

G. Project Schedule

1. The bidder shall reference the Technical Specifications for the Project Schedule and provide a simple graphic bar chart indicating the tasks, milestones and the amount of calendar days required to complete the project. Please indicate your company's workload of other projects scheduled during the same time period. The bidder may provide alternate timeframes and dates for project, as long as the total quantity of calendar days and end date does not differ from the date of substantial completion indicated in the Technical Specifications.

H. Bid Form

1. The Bidder shall utilize the supplied Excel file identified as **EXHIBIT B: BID PRICING FORM** and will include all of the following in their bid, either as a line item or within their overall costs in their Project Total Cost.
  - a) All Fabrication, Electrical and Installation Costs
  - b) Prototype Signs (Fabricated and Installed) (see Bid Sheet for Sign Type)
  - c) Sample Sign Components (see Bid Sheet for list)
  - d) Shop Drawings, Color & Material Samples
  - e) Engineering (Structural, Civil and Electrical)
  - f) Traffic Control Plans
  - g) Utility Clearances
  - h) Permits & Fees

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- i) Other Reimbursables
- j) Removal of Existing Signs
- k) Shipping & Storage
- l) Bonds
- m) Project Management
- n) All Other Costs Required to Complete the Project
- o) Taxes (if required)

I. Forms, Exhibits and Requested Information

- |                                |                            |
|--------------------------------|----------------------------|
| 1. Bidder’s Qualification Form | (Exhibit C)                |
| 2. Non-Collusion Affidavit     | (Exhibit D)                |
| 3. Bid Bond                    | (Exhibit E)                |
| 4. Proof of Insurance          | (Certificate of Insurance) |

**14. BIDDER'S QUALIFICATIONS**

Each bidder shall include **EXHIBIT C: BIDDERS QUALIFICATION FORM**, as part of their of submission. This includes a statement of the bidder's qualifications and its experience record in constructing similar projects.

The Bidder/Contractor must be continuously engaged in the fabrication, construction and installation of similar work for a minimum of five (5) years. The Bidder / Contractor shall warrant and guarantee that only experienced and skilled staff will be employed for this Project and that all items fabricated, constructed, and/or supplied by the Contractor will be in accordance with the Design Intent Drawings and Specifications.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract and the bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the Contract.

**15. NON-COLLUSION AGREEMENT**

Each bidder submitting a bid to the Owner for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach **EXHIBIT D: NON- COLLUSION AFFIDAVIT** substantially in the form herein provided, to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.

**16. BID BOND**

The bid must be accompanied by a bid guaranty, see **EXHIBIT E: BID BOND**, which shall not be less than five percent (5%) of the Bidders total price. Bidders are not required, but are strongly encouraged, to use the form Bid Guaranty and Contract Bond which is attached. Use of bond forms or other forms not substantially similar to the attached Bid Guaranty and Contract Bond cannot be accepted and will be cause for rejection of the bidder's bid.

It is recommended that the line for the penal sum on the Bid Guaranty and Contract Bond be left blank. If the blank line for the penal sum is filled in, the amount must not be less than the full amount of the Base Bid plus Alternates, stated in dollars and cents; a stated percentage is not acceptable. The Bid Guaranty and Contract Bond must be accompanied by a Power of Attorney for the surety agent who signs the Bid Guaranty and Contract Bond.

The bid bond shall be secured by a guaranty or Surety Company authorized and qualified to do business in the State where the project shall be installed and listed in the latest issue of the U.S. Treasury Circular 570.

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Bids will be considered nonresponsive unless accompanied by the required guaranty. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the Contract Documents.

## **17. PERFORMANCE AND PAYMENT BONDS**

The successful bidder will be required to furnish a one hundred percent (100%) Performance and Payment Bond and a one hundred percent (100%) Labor and Material Bond, each in the full amount of the contract price, in a form acceptable to the Owner.

## **18. INSURANCE REQUIREMENTS**

### A, Insurance Rating

Each Contractor, Subcontractor and Sub-Tier Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to Owner and lawfully authorized to do business in California, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the Owner, City and each such Contractor from claims set forth below which may arise out of or result from such a Contractor's operations under the Contract and for which any such Contractor may be legally liable, whether such operations be by the Contractor, a Subcontractor or a Sub-Tier Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of such Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than such Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of Products/Completed Operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract.

### B. Limits of Liability

The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents.

If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

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### C. Coverage

For the Contractor and Subcontractor Only - The following coverage is particularly required:

1. Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
2. Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
3. Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
4. Fire Damage Legal Liability Limit of not less than One Hundred Thousand Dollars (\$100,000)
5. Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)

### D. Business Automobile Liability

The Contractors and Sub-Contractors must carry Business Automobile Liability insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

Bodily Injury One Million Dollars (\$1,000,000) Each Person One Million Dollars (\$1,000,000) Each Accident

Property Damage Five Hundred Thousand Dollars (\$500,000) Each Accident or a combined single limit of One Million Dollars (\$1,000,000)

### E. Workers Compensation

The Contractors, Sub-Contractors and, if applicable, Sub-tier Contractors must carry Workers' Compensation insurance as follows:

Coverage 1 – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State and any other governmental authority having jurisdiction for the work performed at the project.

Coverage 2 – Employer's Liability – Limits of not less than One Million Dollars (\$1,000,000) per accident; One Million Dollars (\$1,000,000) bodily injury per disease/employee; One Million Dollars (\$1,000,000) policy by disease.

### F. Equipment

The Contractors, Sub-Contractors and, if applicable, Sub-tier Contractors must carry Contractor Construction Equipment Insurance covering its own and/or rented equipment and materials.

### G. Sub-Consultants: Architects, Engineers and Designers

The Contractor shall cause any Sub-Consultant architects, engineers and designers providing professional services to maintain professional liability insurance or errors and omission insurance with a minimum of \$1,000,000 per claim and in the aggregate, for damage caused by an error, omission or any negligent or wrongful act. If the policy is written on a "claims-made" basis, then an extended reporting period "tail" or continuous claims-made liability will be required for a duration of three years after the issuance of the Certificate of Completion. Continuous "claims-made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the subcontract.

## **19. INDEMNITY**

The Contractor shall indemnify, defend and hold harmless the Owner, City, Designer and Engineers their officers, agents, servants and employees, from and against any and all claims, actions, lawsuits, damages, losses, judgments, liens and expenses including, but not limited to reasonable attorney's fees, arising out of or resulting directly or indirectly from the performance of any obligations of the Contractor, its representatives or their agents or employees set forth under this agreement.

The Contractor agrees to defend, hold harmless and indemnify the Owner, City, Designer and Engineers their officers, servants and employees, from and against any and all claims, actions, lawsuits, damages, losses, judgments, liens and expenses including, but not limited to reasonable attorney's fees, arising out of negligence, gross negligence and/or willful acts of the Bidder and Contractor or any of its sub-Contractors in the performance of the services under this agreement.

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## 20. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or email request dispatched by the bidder and received by the owner in time for the bid opening; or the written withdraw is postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing its bid in accordance with the foregoing conditions will be returned promptly.

## 21. REJECTION: AVAILABILITY OF FUNDS

This RFP is released for bid with the intention of awarding a contract as a result of the bid. Any and all awards and actual contract execution by the Owner is contingent upon availability of appropriate funds. In the event that funding is not available at the time of award and/or execution of the contract the owner reserves the right to cancel the bid.

## 22. ADDITIONAL INFORMATION

### A. General Conditions of Contract Documents

All project costs related to the requirements of the General Conditions identified in the Technical Specifications shall be included in the Bidders total project cost, as submitted on their completed **BID PRICING FORM**.

### B. Warranty

Contractors warranty period: contractor shall provide a warranty of 3 years from date of substantial completion, for all workmanship associated with the fabrication and installation of the sign system this includes, but is not limited to the following: the posts, panels, footers, sign faces, materials, mounting methods and fasteners shall be free of defects, including but not limited to; scaling, peeling, fading, warping, vinyl shrinking, adhesion, welds, structural integrity, corrosion or mechanical fastener failure.

Product and manufacturers warranties: Contractor shall pass on to the owner and honor all associated third-party product warranties, including, but not limited to vinyl sheeting (reflective and non-reflective), inks, vinyl overlays, paint, coatings and hardware.

Warranty period commencement: warranty period begins for each individual unit, upon the date the Owner provides a written acceptance of a singular unit or group of units.

### C. Liquidated damages

Liquidate damages are a penalty paid by the contractor to the owner for non-completion of work by the agreed upon project end date

The owner shall charge a liquidated damages penalty against the contractor for work not completed within the 90% substantial completion timeframe and/or the agreed upon final project deadline.

The amount of the liquidated damages penalty shall be according to the owner / contractor contract. It is anticipated that liquidated damages for this project shall be based on the following values;

total contract \$1 - \$499,999	penalty \$ 500 per day
total contract: \$500,000 - \$749,999	penalty \$ 750 per day
total contract: \$750,000 - \$999,999	penalty \$ 1,000 per day
total contract: 1,000,000 or more	penalty \$ 1,500 per day

### D. Use of designer drawings.

The design intent drawings, specifications and files are meant for bidding and design intent only and are not for construction. Contractor shall verify and be responsible for all final drawings, dimensions and conditions of the job, including proper orientation of graphic layouts, panel shapes, brackets and mounting methods.

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Provide Fabrication and Installation of the  
Wayfinding & Signage Program

#### E. Basis for Design

The Contractor shall maintain the basis of design as presented in the provided design intent drawings and shall remain responsible for the development of the final means and methods necessary to build structurally sound and approved signs and the related installation of the proposed signs.

#### F. Limits of Designer

It is understood by the Contractor that the Designer is not a licensed Engineer or Architect, and that responsibility for the interpretation of design intent drawings and engineering of all work performed under this contract to yield an effective, structurally sound and safe product is the responsibility of the Contractor and their licensed structural engineer.

#### E. Sign copy and graphic layouts.

All sign panel copy and graphic layouts, shall be proofread and approved by the owner prior to production. Contractor shall be responsible for replacing all signs, sign panels or other elements that did not receive an approval signature from the Owner prior to fabrication.

#### F. Clean-up

The Contractor shall keep the work and the entire work sites safe, clean, and reasonably free from trash or debris at all times. The Contractor shall arrange for prompt removal and legal disposal of all rubbish, packing materials, scrap, rubble, and other waste material from the work sites. Flammable materials and chemicals or other hazardous substances will be removed from the work sites at the end of each day, or when they are no longer needed at the work sites, whichever comes first. As soon as practicable after final completion, the contractor shall remove all of its project offices, equipment, tools, temporary fences, barriers, scaffolding, and other material from the work sites, and leave the work sites broom clean and free of all construction-related debris or trash.

**END OF RFP DOCUMENT**

**(SEE EXHIBITS A THROUGH E AND RETURN WITH SUBMITTAL AS REQUESTED)**

**Request For Proposals**

Provide Fabrication and Installation for the  
Wayfinding & Signage Program

Please complete and return this registration form, via email, within 3 working days of receiving this bid package to:

**Owners Representative**

Mary Haley Thompson  
mthompson@cityofandersonsc.com

**Bidder's Information**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ EXT: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted Request For Proposal.

\_\_\_\_\_ We will be submitting a proposal

\_\_\_\_\_ We will NOT be submitting a proposal – (please indicate reason)

\_\_\_\_\_  
\_\_\_\_\_

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

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

**EXHIBIT B: BID PRICING FORM**

**WAYFINDING and SINAGE PROGRAM**

**BIDDERS INFORMATION:**

<b>COMPANY</b> (name)	<b>CONTACT</b> (authorized representative name)
<b>ADDRESS</b> (street)	<b>PHONE:</b> (area code + number)
(city / state / zip code)	<b>EMAIL:</b> (email)

**PHASE 1: (BASE BID)**

SIGN DESCRIPTION	SIGN TYPE	PRODUCT	INSTALL	SUB TOTAL	QTY	TOTAL	COMMENTS
<b>WAYFINDING DIRECTIONAL</b>							
Information Kiosk - Primary A (Digital) B (Static)	KIOSK.1	\$0	\$0	0	3	\$0	
<b>PARKING DIRECTIONAL</b>							
Parking Directional - New Pole	PARK.1	\$0	\$0	0	1	\$0	
Parking Directional - New Pole	PARK.2	\$0	\$0	0	5	\$0	
Parking Trailblazer - Existing Traffic Signal	PARK.3	\$0	\$0	0	4	\$0	
Parking Identification (Garage)	PARK.11	\$0	\$0	0	3	\$0	
<b>ADDITIONAL ITEMS</b>							
		<b>COST</b>					
Sample Component #1: Sign Panel w/Bracket/Band	PARK.3	\$0			1	\$0	
Sample Component #2: LOGO Plaque	KIOSK.1	\$0			1	\$0	
Sample Component #3: 3 FORM Pattern Material	KIOSK.1	\$0			1	\$0	
Shop Drawings and Color / Material Samples		\$0			1	\$0	
Engineering (Structural, Civil and/or Electrical)		\$0			1	\$0	
Traffic Control Plans (Labor and Materials)		\$0			1	\$0	
Utility Clearances		\$0			1	\$0	
Permits & Fees		\$0			1	\$0	
Other Reimbursables (incl. Travel)		\$0			1	\$0	
Removal of Existing Signs		\$0			1	\$0	
Shipping & Storage		\$0			1	\$0	
Bonds		\$0			1	\$0	
Allowance for Additional Concrete Work		\$0			1	\$0	
Project Management + All Others Misc. Cost		\$0			1	\$0	
Taxes (Confirm Exemptions w/ Owner)		\$0			1	\$0	
						<b>\$0</b>	<b>TOTAL BASE BID</b>

**PHASE 1: (Add. Alt. A)**

SIGN DESCRIPTION	TYPE ID.	FABRICATE	INSTALL	SUB TOTAL	QTY	TOTAL	COMMENTS
<b>PARKING DIRECTIONAL</b>							
Parking Identification (Lot)	PARK.5	\$0	\$0	0	1	\$0	
Parking Identification (Lot)	PARK.6	\$0	\$0	0	1	\$0	
Parking Identification (Garage)	PARK.10	\$0	\$0	0	1	\$0	
<b>ADDITIONAL ITEMS (Lump Sum)</b>							
		<b>COST</b>					
Addition Cost per all items described in BASE BID		\$0			1	\$0	
						<b>\$0</b>	<b>TOTAL ADD ALT. #A</b>

(BIDDERS NAME)

**\$0 PROJECT TOTAL**

**BIDDERS AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

NAME: (authorized representatives name)  
TITLE: (authorized representatives title)

**NOTE:** The award of a contract for this project may not follow the numeric sequence of the identified Phases. The Owner reserves the right to award the project as it determines to best fit their requirements.

**EXHIBIT C: BIDDER QUALIFICATION FORM**

All Information requested herein must be provided completely. The Bidder is advised that the Owner or its representatives may contact any and all references listed herein.

**Request For Proposal**

Provide Fabrication and Installation for the Wayfinding & Signage Program

**1. Bidder's Information**

Bidders Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tele No.:(\_\_\_\_\_) \_\_\_\_\_ Website: \_\_\_\_\_

\_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

Name of Contact Person: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

FOR CORPORATIONS ONLY

Date Incorporated: \_\_\_\_\_ State where Incorporated: \_\_\_\_\_

PRESENT OFFICERS

Name

Home Address

President: \_\_\_\_\_

\_\_\_\_\_

City State Zip Code

Vice President: \_\_\_\_\_

\_\_\_\_\_

City State Zip Code

Secretary: \_\_\_\_\_

\_\_\_\_\_

City State Zip Code

Treasurer: \_\_\_\_\_

\_\_\_\_\_

City State Zip Code

**Request For Proposals**

Provide Fabrication and Installation of the  
Wayfinding & Signage Program



FOR PARTNERSHIPS ONLY

PARTNERSHIP \_\_\_\_\_ (State whether general or limited partnership):

Date of Organization: \_\_\_\_\_

Name and Address of Principals: \_\_\_\_\_  
\_\_\_\_\_

FOR SOLE PROPRIETORSHIPS ONLY

Date of Organization: \_\_\_\_\_

Name and Address of Principal: \_\_\_\_\_  
\_\_\_\_\_

**2. Bidder's History**

A. Has the Corporation, Officers of the Corporation, Principal Stockholders, Principals of the Partnership or Owner of Sole Proprietorship ever been indicted, debarred, disqualified or suspended from performing work for the Federal Government or any State or Local Government or subdivision or agency thereof?

\_\_\_\_\_ Yes \_\_\_\_\_ No

B. Are any indictments, debarments, disqualifications, or suspensions referenced above current?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If the answer to A or B is yes, attach a written detailed explanation.

C. Submit your EEO program as a separate attachment.

D. Is the Company a Qualified:

Minority Business Enterprise: \_\_\_\_\_ Yes \_\_\_\_\_ No

Women's Business Enterprise: \_\_\_\_\_ Yes \_\_\_\_\_ No

E. How many years has your Organization been in business? \_\_\_\_ Years

F. How many years has your Organization been in business under its present business name? \_\_\_\_ Years

G. Under what other or former names has your Organization operated?

Name: \_\_\_\_\_ Years \_\_\_\_\_

H. Have you ever defaulted on a contract awarded to you? \_\_\_\_\_ No \_\_\_\_\_ Yes - If yes, attach written details

**3. Bidders Financial Information**

Previous Year Gross Receipts: \$ \_\_\_\_\_

Value of Ongoing Contracts \$ \_\_\_\_\_

Bonding Capacity \$ \_\_\_\_\_

Name of Surety: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

**4. Verification of Experience with Similar Projects**

Prime Contractor: Contractor engaging in Fabrication and Installation of Post and Panel Signage of the type specified in the Bid Documents with a minimum of Five (5) years experience, employing only skilled personnel, using methods and tools for producing the highest quality, capable of taking the lead capacity on the Design, Manufacture, and Installation as required by the schedule of bid items and sample projects schedule. The Contractor may specialize in one or all of the below disciplines and must have performed at least three (5) prior Post and Panel Community Wayfinding Sign Programs, valued over \$350,000 within the last five (5) years.

Sign Manufacturer with five (5) years of documented experience and having the financial capability and capacities to manufacture the quantities required in the bid items. Firms must have the manufacturing equipment on-site operational, and the manufacturer must have completed at least three (5) prior Post and Panel Community Wayfinding Sign Programs, valued over \$350,000 within the last five (5) years;

Sign Installer with five (5) years documented construction experience of projects and at least three (3) involving Post and Panel Community Wayfinding Sign Programs, valued over \$350,000 within the last five (5) years;

Firms must meet the above standards and complete the attached “**Summary of Experience with Community Wayfinding Projects**” for each project to be listed as relevant experience. The Owner will review each project presented to assess the prospective bidder’s experience and capability to perform the work required.

Firms must demonstrate experience with at least five (5) of Community Wayfinding projects in excess of over \$350,000 each and showing capability of taking the lead capacity on the Fabrication and Installation of substantial equivalence and completed within the last five (5) years. Bidders may complement their teams by adding subcontractors for the purpose of demonstrating their specialty skills as appropriate.

The undersigned certifies that the company they represent meets the information provided above.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

The Owner reserves the right to request additional information, beyond that contained in this questionnaire, that may be required to properly evaluate the applicant’s qualifications. Firms which fail to submit all the information contained in this questionnaire or any other information requested by the Owner shall be deemed non-responsive.

**Request For Proposals**

Provide Fabrication and Installation of the Wayfinding & Signage Program

**5. Summary of Experience with Community Wayfinding Projects**

Prime Contractors shall complete this form for five (5) Community Wayfinding projects completed by the prime contractor since January 1, 2013. Most current projects preferred.

Sub-contractors shall complete this form for a minimum of three (3) Community Wayfinding projects completed by the firm since January 1, 2013. Most current projects preferred.

**A. Project Information**

Firm Name: \_\_\_\_\_

Project Name & Location: \_\_\_\_\_

Types of Signage Included: \_\_\_\_\_

Total Quantity of Signs: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Fabrication Completed By (Firm): \_\_\_\_\_

Installation Completed By (Firm): \_\_\_\_\_

Was your firm the Prime Contractor or Sub Contractor? Prime \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Scheduled Date of Completion: \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

**B. Financial Information**

Contract Award Amount \$ \_\_\_\_\_ Final Cost At Completion: \$ \_\_\_\_\_

Your Firm Contract Value: \$ \_\_\_\_\_ Sub-Contractor Contract Value: \$ \_\_\_\_\_

Amount or Percentage of Change Orders: \$ \_\_\_\_\_

**C. Reference Information**

Your Firms Project Manager: \_\_\_\_\_

Clients Name: \_\_\_\_\_

Client Project Manager: \_\_\_\_\_

Client PM Telephone / Email: \_\_\_\_\_

Project Designer / Design Firm: \_\_\_\_\_

Designer PM Telephone / Email: \_\_\_\_\_

**Request For Proposals**

Provide Fabrication and Installation of the Wayfinding & Signage Program

**EXHIBIT D: NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_.

Notary Public for \_\_\_\_\_.

My Commission Expires \_\_\_\_\_.

<p><b>Bidder</b>                  Name:                  Address <i>(principal place of business)</i>:</p>	<p><b>Surety</b>                  Name:                  Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b>                  Name: <b>City of Anderson</b>                  Address <i>(principal place of business)</i>:  <b>401 S Main Street</b>  <b>Anderson, SC 29624</b></p>	<p><b>Bid</b>                  Project <i>(name and location)</i>:  <b>Wayfinding &amp; Signage Program</b></p> <p>Bid Due Date: <b>April 25, 2023</b></p>
<p><b>Bond</b>                  Bond Amount:                  Date of Bond:</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p>	<p>Surety</p>
<p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____  <i>(Signature)</i></p>	<p>By: _____  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: _____  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest</p>	<p>Attest:</p>
<p>_____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>_____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: _____  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.