

Santee-Lynches Regional Council of Governments

REQUEST FOR BIDS

RFP #2025-007

Pinewood, SC Water System Generator

INVITATION

The Santee-Lynches Regional Council of Governments (SLRCOG) is inviting bids to furnish and install an emergency diesel generator at the water system lift station at 190 W. Fulton Manning Road, Pinewood, SC 29125. SLRCOG reserves the right to reject any or all submittals not deemed responsive. Selection will be based upon the proposed cost of services outlined within this RFB, subject to the bidder providing proof of the minimum qualifications as defined.

Bids will be received until **12:00 P.M., local time, January 12, 2026**, after which time will be publicly opened and read. To qualify for consideration, **one (1) original** of your Bid plus one copy must be received by the office designated below by **the stated deadline**. It is the sole responsibility of the Bidder to see that the bid is received before the submission deadline. The Bidder shall bear all risks associated with delays in the U.S. mail or delivery service. Late Bids **will not** be considered. **Bids shall be accepted in person, by U.S. Mail or by private courier service.** **NO** proposal shall be accepted via oral or email communication, telephone, or fax transmission. Bids will be opened on January 13, 2026, in the presence of two (2) witnesses. Only the names of Bidders will be disclosed at that time.

A review panel will subsequently review and evaluate the bids according to the criteria outlined in Sections V-VII.

This solicitation does not commit Santee-Lynches to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. Santee-Lynches reserves the right to accept or reject any or all bids received as a result of this request, to negotiate with all qualified Vendors, or to cancel in part or in its entirety this proposal, if it is in the best interest of Santee-Lynches or the Authority to do so.

Any requests for clarification or additional information deemed necessary by any Bidder to present a proper proposal must be submitted in writing by 12:00 PM on December 29, 2025 as follows:

Mail to:

**Santee-Lynches Regional COG
Attn: Government Services Director
3219 Broad Street, Sumter, SC 29150**

Written questions or requests for clarification must be received before the question deadline stated above. Any request received **after** the above stated deadline **will not** be considered. All requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all prospective bidders.

Restrictions Applicable to Offers: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the South Carolina State Ethics Act. After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the using governmental unit or its employees, agents or officials.*** Any communication regarding the submission, evaluation, or award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written permission from the procurement coordinator.

The proposal will be awarded based on Santee-Lynches' total requirements, to one (1) vendor.

Section I. ORGANIZATION BACKGROUND

Established in 1969, Santee-Lynches Regional Council of Governments (SLRCOG) is a state-chartered agency which provides a wide range of services to citizens, county governments, and municipalities within Clarendon, Kershaw, Lee, and Sumter counties. Santee-Lynches operates under the guidance of a twenty-nine-member Board of Directors comprised of elected officials and citizens-at-large from the four (4) county area and is one of ten such regional agencies in South Carolina.

Section II. PURPOSE OF REQUEST

The Santee-Lynches Regional Council of Governments (SLRCOG) is inviting bids to furnish and install an emergency diesel generator at the water system lift station at 190 W. Fulton Manning Road, Pinewood, SC 29125. The generator is to be placed on properly size concrete pad meeting required manufacturer specifications. The minimum specifications needed for sufficient capacity to handle the total power demand of the water system are **60KW/75 @1,800RPM**. This specific capacity will ensure the new generator is compatible with the existing electrical system and controls. Retrofitting the system to accommodate the new generator, including wiring, controls, and fuel lines will also be performed. The location of placement is to be determined by the Owner and not to conflict with daily operations. Bids should include labor, material, and equipment to fully install and connect unit. **(Note: This will not be a temporary installation unit.)** It is recommended all potential bidders visit the sites to verify the current building electrical load capacity as well as electrical panel sizes for application. Site visits are by appointments only and requires at least 48-hour notice to Owner and/or its representative.

Section III. ROLE OF CONTRACTOR/SCOPE OF WORK

Responsibilities/Scope of Work include, but are not limited to:

The contractor will be responsible for furnishing and installation of an emergency diesel generator for the water system lift station at 190 W. Fulton Manning Road, Pinewood, SC 29125. The generator is to be placed on properly size concrete pad meeting required manufacturer specifications. The minimum specifications needed for sufficient capacity to handle the total power demand of the water system are **60KW/75 @1,800RPM**. This specific capacity will ensure the new generator is compatible with the existing electrical system and controls. Retrofitting the system to accommodate the new generator, including wiring, controls, and fuel lines will also be performed.

Section IV. WORK EXECUTION

Work should begin within 15 days of award and must be completed within 30 days.

The Contractor understands and agrees that demolition and debris removal and site restoration in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible.

The Contractor shall maintain all work sites to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state and local requirements. The Contractor shall be responsible for compliance with all federal, state and local requirements related to structure demolition and removal.

Property Damage

The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having one responsible person at the job site. Contractor shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City or withheld from future payments of the Contractor.

Cleanup All work debris shall be cleaned up each day before the work crew leaves the site unless given permission by SLRCOG to do otherwise. Unless directed otherwise, it shall be the responsibility of the Contractor to remove and lawfully dispose of all debris resulting from project activities. The Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either County or private property shall be the responsibility of the contractor to repair or to make arrangements to repair with the approval of SLRCOG. This shall be done prior to final payment of contract.

Supervision This Contract is under the direct supervision of SLRCOG and its authorized representative. Any alterations or modifications of the work performed under the contract shall be made only by written agreement between the Contractor and SLRCOG and shall be made prior to the commencement of the altered work. No claims for extra work or materials will be allowed unless covered by written agreement.

Work Crew Supervision The Contractor shall provide qualified supervision of each crew at all times while working under the Contract. Each Foreman and Superintendent shall be authorized by the Contractor to accept and act upon all directives issued by SLRCOG.

Section V. MINIMUM QUALIFICATIONS

Santee-Lynches reserves the right to make the final determination as to the bidder's ability to provide the products and/or services requested herein. Vendor must have:

1. Must be registered with the Federal System for Award Management (SAM) and not on the excluded parties list (www.sam.gov)
2. All contractors and subcontractors shall secure any necessary permits from local agencies and a City/County Business License.
3. Must not be debarred from conducting business within the state of South Carolina
4. Must possess appropriate liability and property damage insurance
5. Must have workers' compensation insurance
6. **Respondents shall provide proof of these qualifications as well as examples of similar work completed, as requested.** Qualified firms should be prepared for a potential in-person interview.

If your firm will be hiring sub-contractors, please clearly state this in your bid and identify the degree of work that any subcontractor will be performing. Sub-contractors are also required to be registered with the Federal System for Award Management (SAM) and not on the excluded parties list (www.sam.gov), prior to performing any work on this project. Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin.

If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

Retainage of ten percent (10%) of all reimbursements will be held until a final audit has been satisfactorily completed.

Section VI. PROPOSAL SUBMISSION REQUIREMENTS

This section provides a summary of information to be included in fulfilling the requirements of this RFB. Bids must be submitted in the format outlined in this section. Respondents must furnish all information required by the request.

The requirements stated herein do not preclude respondent from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

Part 1 - Transmittal Letter – A signed letter of transmittal containing the following items:

1. A brief statement on the respondent's commitment to perform the work;
2. A statement that the submittal is an offer and irrevocable for 60 calendar days;
3. The full legal name of the business AND its DUNS number;
4. The primary contact information for the person to contact regarding this bid;
5. The name of the person authorized to bind the firm/vendor.

Part 2 – Understanding - Respondent shall include an understanding of the scope of work.

Part 3 – Schedule - Include availability and completion schedule for the project.

Part 4 – Cost Proposal - Include complete cost proposal (Attachment A).

Part 5 – Addendum(s) - Acknowledge addendum(s) if any.

Other Requirements – As stated in the invitation, one (1) original plus one (1) copy of your proposal are required.

Respondents shall fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so shall be at Respondent's own risk and the Respondent cannot secure relief by plea of error.

Neither law nor regulations make allowance for error of omission or commission on the part of the Respondent.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY SANTEE-LYNCHES.

Section VII. SELECTION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of importance.

- **Cost** - Measured in terms of the dollar value of responsive and responsible cost proposal.
- **Availability of Firm and Completion Timeline** - Measured in terms of when the respondent can begin work and complete the project.

Section VIII. METHOD OF AWARD

SLRCOG intends to execute a lump sum contract with the top recommended firm for the outlined services, as

determined by the bid review panel and in accordance with the guidelines of the Santee-Lynches Procurement Manual. If a contract cannot be successfully negotiated with the top recommended firm, the panel will proceed to the next recommended firm, and so on until an acceptable contract is negotiated.

SLRCOG reserves the right to reject any or all proposals and to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of the SLRCOG.

Section IX. TERMINATION

Subject to the provisions below, the contract may be terminated for any reason by Santee-Lynches RCOG providing a 30 day advance notice in writing is given to the contractor.

- a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of SLRCOG without the required thirty (30) days advance written notice, then SLRCOG may negotiate reasonable termination costs, if applicable.
- b. **Termination for Cause:** Termination by SLRCOG for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

In the event no funds or insufficient funds are made available for payments due under this contract, then Santee-Lynches shall immediately notify the Vendor of such occurrence, and this contract shall create no further obligation of Santee-Lynches as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Santee-Lynches of any kind whatsoever. No right of action or damages shall accrue to the benefit of the Vendor as to that portion of this contract that may so terminate. Santee-Lynches shall provide the successful Vendor with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the Vendor shall not prohibit or otherwise limit Santee-Lynches the right to pursue and contract for alternate solutions and remedies as deemed necessary by Santee-Lynches for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

Section X. APPROVAL OF USE OF NAMES

The vendor shall not have the right to include Santee-Lynches' names in its published list of customers without prior approval. With regards to news releases, only the name and duration of contract may be used and then only with prior approval. The vendor agrees not to publish or cite in any form any comments or quotes from Santee-Lynches' Council members, officials, or staff. The Vendor further agrees not to refer to award of this agreement in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Santee-Lynches.

Section XI. NON-DISCLOSURE STIPULATION ON SANTEE-LYNCHES CONFIDENTIAL AND PROPRIETARY DATA

The vendor shall take all precautions necessary and appropriate to ensure the confidentiality of Santee-Lynches' record information. The vendor shall limit access to Santee-Lynches' records only to its authorized representatives. Except as authorized by Santee-Lynches, the vendor shall not reproduce any Santee-Lynches' records. Santee-Lynches shall have the right to review the vendor's procedures for handling its records and may make such inspections, as it deems necessary to ensure that the vendor is safeguarding said record information adequately.

Section XII. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of this contract, it shall be the Vendor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The Vendor will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

Section XIII. ASSIGNMENT

No contract or its provisions may be assigned, sublet, or transferred without the written consent of Santee-Lynches.

Section XIV. OTHER CONDITIONS

Debarment, Suspension, and Other Matters Related to Public Transactions: The prospective vendor certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Default: In case of default by the contractor, Santee-Lynches reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible respondent until the assess charge has been satisfied.

Force Majeure: Santee-Lynches RCOG shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

Save Harmless: The successful Contractor shall indemnify and save harmless Santee-Lynches Regional COG officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to Santee-Lynches RCOG.

S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State, by submission of this signed proposal, the proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Affirmative Action: The successful proposer will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination of protected classes.

Restriction/Limitations: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

Indemnification: Contractor shall protect, indemnify and hold harmless Santee-Lynches Regional Council of Governments (SLRCOG), its Board, Officers, employees or its respective agents from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against SLRCOG, its Board, Officers, employees or its respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless SLRCOG or their respective agents from any and all penalties

imposed on account of the violation of any law, rule or regulation by Contractor or any Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.

Insurance Requirements: Contractor will maintain public liability insurance policy with respect to the requirements of this contract, naming SLRCOG as an additional insured, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence based with respect to both bodily injury and property damage. Contractor shall deliver to SLRCOG a certificate of insurance naming SLRCOG as additional insured at least fifteen (15) days prior to the commencement of the term of this contract and a renewal certificate at least fifteen (15) days prior to the expiration of the certificate. Said certificates must provide for thirty (30) days' notice to SLRCOG in event of material change or cancellation.

Section XV. FINANCIAL REPORTING

Invoicing is due by the 10th of the month following the month services are rendered.

SOLICITATION AVAILABILITY

Proposers may obtain a copy of the Bid documents from <https://www.santeelynychescog.org/rfpsbids> beginning December 11, 2025.

AFFIDAVIT I

AFFIDAVIT OF NON-COLLUSION

I, _____, depose and say that I am the

_____ of _____, who

("President", "Vice-President", etc.)

(Insert name and address of proposing organization)

submits this proposal to Santee-Lynches and hereby declares that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and that the applicant had to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the applicant has not in any manner sought by collusion to secure for himself in advantage over any other applicant.

_____ at _____

Date

City, State

Affix Corporate Seal:

I certify or declare under penalty of perjury that the foregoing is true and correct.

Signature

AFFIDAVIT II

ALL ORGANIZATIONS MUST COMPLETE THE FOLLOWING AFFIDAVIT AS TO NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES.

The undersigned representatives do hereby certify that the applicant or contractor does and will continue to comply with Title VI of the Civil Right Acts of 1964 (42USCS2000d) and all other applicable federal, state and local statutes relative to non-discrimination.

The undersigned further recognizes that the Santee-Lynches Regional Council of Governments may not contract with any organization which is not in compliance with these assurances. No person shall on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds available from the federal government.

Organization

Location (address)

City, State and Zip Code

Officer's Signature

Officer's Title with Organization

Date

AFFIDAVIT III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all "sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all" sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization Program/Title

Name and Title of Authorized Signatory

Signature

Date

**Note: In this instance, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000. (per OMB).

AFFIDAVIT IV

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT IV

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Name Of Owner ("Owner"). Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date:_____ By:_____

Title:_____

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY SANTEE-LYNCHES COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALS DOCUMENT. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR PROPOSALS
- B. "VENDOR" MEANS VENDOR
- C. "PROPOSAL" MEANS THE SUBMISSION OF QUALIFICATIONS AND COST PROPOSAL OFFERED BY THE VENDOR
- D. "SANTEE-LYNCHES" MEANS SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS

COMPLETING PROPOSAL: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED VENDOR MUST SIGN THE PROPOSAL AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF PROPOSAL INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFP (NUMBER). DO NOT INDICATE PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF SANTEE-LYNCHES AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE VENDOR WILL COMPLETE THE CONTRACT.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO SANTEE-LYNCHES VIA MAIL TO OR HAND CARRY TO 3219 Broad street, Sumter, SC 29150, PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY SANTEE-LYNCHES IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS RFP WILL NOT BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSAL CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 60 DAYS, OR UNTIL EVALUATION IS COMPLETE AND AWARD IS MADE. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF SANTEE-LYNCHES BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULLY SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO SANTEE-LYNCHES BY ANY OTHER CLAUSE OF THIS PROPOSAL. SANTEE-LYNCHES RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: PROPOSALS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS PROPOSAL, TO THE BEST QUALIFIED VENDOR. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND ANY PART OF A PROPOSAL; TO WAIVE INFORMALITIES, TECHNICAL DEFECTS, AND MINOR IRREGULARITIES IN PROPOSALS RECEIVED. IT IS THE POLICY OF SANTEE-LYNCHES THAT IN THE EVENT TWO OR MORE OFFERORS ARE TIED AFTER EVALUATION OF PROPOSALS, AWARDS SHALL BE DETERMINED AS FOLLOWS:

1. SHOULD THERE BE A FIRM LOCATED WITHIN THE SANTEE-LYNCHES REGION (CLARENDON, KERSHAW, LEE, OR SUMTER COUNTIES OF SOUTH CAROLINA) TIED WITH AN OUT-OF-REGION FIRM, THE AWARD SHALL BE MADE TO THE FIRM WITHIN THE REGION.
2. SHOULD THERE BE A SOUTH CAROLINA FIRM TIED WITH AN OUT-OF-STATE FIRM, THE AWARD WILL BE MADE TO THE SOUTH CAROLINA FIRM.

3. TIED PROPOSALS INVOLVING SANTEE-LYNCHES AREA FIRMS WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.
4. TIED PROPOSALS INVOLVING SOUTH CAROLINA FIRMS NOT IN THE SANTEE-LYNCHES REGION WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL INFORMATION; PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: SANTEE-LYNCHES AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY VENDOR FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD SANTEE-LYNCHES, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO VENDOR TO THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment A

BID PROPOSAL

Bids are due to Santee Lynches Regional Council of Governments, 3219 Broad Street, Sumter, SC 29150, by 12:00pm Monday, **January 12, 2026.**

Diesel Generator \$_____

Installation of Generator \$_____

Concrete Pad \$_____

Retrofitting the System
(including wiring, controls, and fuel lines) \$_____

Labor Cost \$_____

Other Cost \$_____

Total \$_____

Respectfully submitted this ____ day of _____ 2025.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Business Address _____

Telephone Number _____

Attachment B

Generator Product Data Sheet & Project Schedule

- **Location:** 190 W. Fulton Manning Road, Pinewood, SC 29125
- **Model & Manufacturer Information:**
 - Manufacturer:
 - Model:
 - Serial No:
 - Product Warranty Period:

*****NOTE: Include a manufacturer photo of the proposed product to be installed.**

- **Anticipated Project Schedule Dates:**
 - What is your anticipated delivery lead time for product delivery?
 - What is your anticipated installation timeframe once product is delivered onsite?

NOTE: This is a time sensitive project with reporting dates due to federal funds involved. Delivery dates and time will be considered when making award of contract.

Company Name:

Authorized Company Representative Signature:

Authorized Representative Print Name:

Date:

THIS SHEET MUST BE COMPLETED AND INCLUDED WITH YOUR BID. FAILURE TO INCLUDE THIS PAGE WILL RESULT IN BID BEING NON-RESPONSIVE.

ACKNOWLEDGEMENT OF CONDITIONS

for RFP #2025-007 Pinewood, SC Water System Generator

PROJECT: Purchase and Installation of Standby Water System Diesel Generator, Pinewood, SC.

REQUIREMENTS: Enclosed

SCOPE OF WORK: Santee-Lynches Regional Council of Governments Requests Bids for Purchasing and Installation of Standby Water System Diesel Generator in Pinewood, SC.

QUESTION DEADLINE: All questions must be received by:
December 29, 2025 at 12:00 PM
Questions must be submitted via email or mail and directed to:
elvy@slcog.org

SUBMISSION: Santee-Lynches Regional Council of Governments
Physical and Mailing Address:
2525 Corporate Way, Suite 200
Sumter, SC 29154

OUTSIDE OF ENVELOPE MUST BE MARKED:
“RFB 2025-007 Pinewood, SC Water System Generator”

RFP SUBMISSION DEADLINE: 12:00 P.M., local time, January 12, 2026

**THE INFORMATION BELOW MUST BE FULLY COMPLETED
AND SIGNED FOR A PROPOSAL TO BE VALID**

By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFB.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY FULL LEGAL NAME	DUNS NUMBER		
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			
SAMS REGISTRATION #			
SAM REGISTRATION EXPIRATION			

