



REQUEST FOR BID (RFB)

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Nereo Parreno, Purchasing Agent
Email: nparreno@georgetownsc.gov
Phone: 843.545.4046

PROJECT NAME: Grit Removal System Replacement

SITE: Regional Wastewater Treatment Plant

PROJECT NO: 1822

DATE OF ISSUE: Wednesday, August 30, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, September 27, 2023**

Bids must be submitted electronically through the City's website, www.georgetownsc.gov. The City will not accept proposals by hard copy, fax, or email.

For instructions on how to submit your quote electronically, please refer to the City's website, [click here](#) for a direct link.

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Important hyperlinks and email addresses:

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: purchasing@georgetownsc.gov.

Communication

It is the policy of the City of Georgetown to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the Solicitation Document.

Any communication outside the one between the designated City contact in the Solicitation Document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent’s proposal if the City discovers that the potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with the potential respondent and/or respondents.

Background

The City of Georgetown (City) is an incorporated municipality with nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the area’s endpoint commonly known as “The Grand Strand.” The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tidelands Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.georgetownsc.gov.

Purpose

The City of Georgetown, South Carolina is seeking bids from qualified and licensed general contractors to replace the grit removal system at the City’s Wastewater Treatment Plant (WWTP) located at 123 Ridge Street, Georgetown, SC.

Contractors shall be licensed as a General Contractor with a Water & Sewer Plant (WP) Classification by the South Carolina Contractor’s Licensing Board.

Scope of Work

The Contractor shall be responsible for removing the existing grit removal equipment and to replace with a new system including the associated piping and valving work.

Work items include:

1. Both pumps and vortex units will be removed and replaced simultaneously.
2. Provide mobile crane and place it next to structure for the removal and reinstallation of equipment.
3. Selectively demolish two (2) grit trap systems, two (2) grit pumps, two (2) motors, and three (3) control panels. Save pumps, motors, and control panels for turnover with the owner.
4. Remove Ductile Iron Pipe (DIP) and pipe supports up to flange connection of grit classifier. All removed piping and pipe supports shall be disposed of by contractor.
5. Furnish and install new 4-in. DIP piping and pipe supports. Pipe size to match the existing. The piping work includes both suction and discharge piping from new grit pumps to the existing grit classifier. Routing of pipe of pipe to be similar to existing piping but may be modified to suit field conditions. All DIP shall be cement lined. DIP to utilize mega flanges on straight pipe sections. Include all fittings, bolt/gasket kits.
6. Furnish and install two (2) 4-in. flanged check valves.
7. Furnish and install seven (7) pipe stanchion supports. Supports to be installed similar to existing layout.
8. Paint new piping with epoxy paint. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and a topcoat. Utilize different colors for each application. Colors shall be identified in the submittals.
9. Furnish and install two (2) new Hydra-Dyne grit trap equipment existing concrete grit tank.
10. Furnish and install two (2) new grit pumps to adjacent grit tanks, including all pump accessories, motor(s), and gearbox(s), epoxy-coated base frames, belt guard, and v-belt.
11. Furnish and install one (1) 1-in. brass body solenoid valve and two (2) 1-in. manual isolation valve.

pump will need to be located on support beams due to location. The other pump will need to be mounted on concrete. Field verify pump mounting locations.

13. Furnish and install new main control panel. Include electrical terminations, conductor installation, and new wiring to equipment.
14. Install all equipment per manufacture's recommendations.
15. Mount new control panel in existing location.
16. Pull and terminate new wire for grit equipment and pumps.
17. Metal grating to be modified as needed for permanent pump equipment installation.
18. Provide grit removal factory testing and pump factory testing certification reports.
19. Arrange for Manufacturer's field training with Owner's plant staff.
20. Include one (1) trip and two (2) eight-hour days for field training, testing, commissioning, and certifications of Hydro-Dyne Engineering.
21. Include all equipment electrical and mechanical testing, startup, and commissioning.

Owner's Responsibilities:

1. Provide access to the WWTP plant and equipment.
2. Provide a laydown area for material storage.
3. Owner will isolate the grit system before selective demolition.
4. Owner will remove sludge and grit from vortex tanks before selective demolition.
5. Pay the contractor for all satisfactory work put in place.

Site Visit

Site Address: 126 Ridge Road, Georgetown, SC

Bidders shall visit the site prior to submitting their bid.

Submittal of bid implies that the contractor is familiar with the plant surrounding conditions, site access, plant storage availability, and plant hours of operation.

Specifications

- Grit Removal Equipment Manufacturer: Hydro-Dyne Engineering -See Exhibit C
2 EA – Vortex Grit Trap
1 EA – Main Control Panel
- Pump Manufacturer: Gorman Rupp
-Gorman Rupp 4” Super T-Series model, T4A71S-B with 4” flanged suction and discharge connections
-10HP, 1800RPM, 460V, TEFC Motor
-Vertical v-belt fabricated base frame – Epoxy Coated
-Belt guard and v-belt
- Ductile Iron Pipe Manufacturer: American, US Pipe, or approved equal.
Cement lined.
- Valves Manufacturer: Muller or approved equal.
- Coatings Manufacturer: Sherwin Williams or approved equal.
- Walkway- See Exhibit D
36-in wide walkway/support bridge (304 ss) w/ aluminum grating.

Submittals

The contractor shall submit shop drawings to the City Engineer for review as specified herein. Drawings will be for the exact material or equipment to be supplied or installed and shall be clearly marked to show specific model and any options or modifications. Drawings shall be submitted within 15 days after receipt of Purchase Order. Shop drawings are required for the following items:

1. Pumps
2. Vortex Grit Trap
3. Main Control Panel
4. Piping
5. Valves
6. Pipe Fittings
7. Epoxy Paint
8. Walkway Grating
9. Grit Pump Supports

The contractor is fully responsible for field verify dimensions for the proper fitting of the grit removal system.

Drawings and data submitted shall be fully completed and certified by the contractor to be in compliance with the requirements of these specifications.

The Engineer's review of drawings will cover only general conformity of the data to the requirements of this specification, external connections, interfaces with equipment and materials furnished under separate specifications, and dimensions. The Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material device, or item indicated, or the accuracy of the information submitted; nor shall review by the Engineer be construed as relieving the successful bidder from any responsibility for errors or deviations from the requirements of these specifications. The Engineer will review submitted drawings in a timely fashion.

No material or equipment shall be ordered, shipped, or installed prior to submission and review of manufacturer's drawings. Any material or equipment installed prior to submission and review of drawing shall be removed, replaced, or reinstalled at the City's option.

Letters of transmittal shall accompany all submittals of engineering data.

Deliveries

The equipment shall be delivered freight on board (FOB) to the WWTP site, at 126 Ridge Street, Georgetown, South Carolina, by truck shipment and unloaded by the contractor. Coordinate with Owner for location of staging area.

The contractor shall inspect and verify that all equipment was delivered per specifications and free of defects or damage. Contractor shall report any damage or missing components to the Manufacturer and the Owner with 72 hours of receipt of shipment. Contractor shall submit to the Owner copies of shipping notices describing each piece of equipment.

Plant deliveries can take place between 7 a.m. and 2 p.m. Monday through Friday.

All materials and equipment delivered shall be suitably protected to prevent damage and loss during shipment.

Warranties

The contractor shall warranty the work for a period of twelve (12) months commencing on the date of final acceptance by the Owner.

Process

Submission of bid indicates acceptance by the Bidder of the conditions contained in this RFB.

The City will conduct the selection in the following manner:

1. The RFB documents will be available on the City's [website](#).
2. Bids will be received and evaluated as described in this RFB.
3. The lowest responsive and responsible bid will be presented to the Georgetown City Council or City Administrator for approval, as required.
4. The City reserves the right to award the contract in the aggregate, by individual items, or any combination, whichever is in the best interest of the city.

Award

The City shall have the sole discretion in determining the lowest responsive and responsible bid. The City may choose to award materials to multiple suppliers. In addition to the fee, the City, shall consider:

- A. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- B. Whether the bidder can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- D. The quality of performance of previous contracts or services similar to services being sought in this RFB;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- H. The ability of the bidder to provide services for the nature of the requirements of an awarded contract as required in the RFB; and
- I. Whether the bidder has met the criteria of the RFB specifications, terms and conditions of the RFB.

Protest Procedure

In accordance with the City's Procurement Ordinance, any protest or objection to this RFB award process must be submitted in writing to the City of Georgetown, Attn: Nereo Parreno, Purchasing Agent, PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the notification of award posted to the City's website.

Questions

No answers will be given over the phone.

Questions regarding this RFB should be submitted in writing and emailed to purchasing@georgetownsc.gov, no later than 2:00 PM EST (local time), Wednesday, September 20, 2023. For questions regarding the City's Request for Bids process, please contact purchasing@georgetownsc.gov, no later than the aforementioned deadline.

Please note - if you do not receive consideration from the City that your email was received before the deadline, it is the sole responsibility of the bidder to contact the purchasing agent at 843.545.4046.

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line: **Grit System Replacement Project # 1822.**

Answers to questions or Addenda will be posted on the City's website as an Addendum no later than 2:00 PM EST (local time), Friday, September 22, 2023.

Schedule of Events

No.	MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1	Request for Bids (RFB) Release Date	Wednesday, August 30, 2023	
2	Site Visit and Pre-Bid Conference	Wednesday, September 13, 2023	10:30 AM
3	Deadline for written questions - emailed to: purchasing@georgetownsc.gov	Wednesday, September 20, 2023	2:00 PM
4	Deadline for addenda to be posted to the City's website, www.georgetownsc.gov	Friday, September 22, 2023	2:00 PM
5	Bids due date	Wednesday, September 27, 2023	2:00 PM
6	Bid Approval by City Council (Tentative)	October 19, 2023	
7	Issue Notice of Award (Tentative)	October 20, 2023	
8	Equipment Procurement Start Date	November 06, 2023	
9	Grit Equipment Delivery (280 days)	August 12, 2024	
10	Start Work	August 13, 2024	
11	Finish Work (20 days after start date)	September 02, 2024	

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding bid submittals directly from the [City's website](#).

Procurement procedures are subject to the City's procurement policies as outlined in Section 2-185 of the City's Municipal Code (Chapter (Administration), Article IV (Procurement)). The City's Procurement Ordinance can be found in its entirety on the [City's website](#).

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post such notice on the City's website and notify known participants. The City reserves the right to issue addenda to this RFB up to two (2) days before the RFB due date as needed to clarify the City's desires or to make corrections or changes to the RFB document or submittal process.

The City reserves the right to request additional information from any and all prospective bidders or individuals deemed necessary by the City to evaluate the bids. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original bid.

The City reserves the right to cancel or reissue the RFB and/or revise the schedule at any time.

The City reserves the right to award the contract in the aggregate, by individual location, or any combination, whichever is in the best interest of the city.

The City also reserves the right to accept or reject any or all bids deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

All information will be updated and posted on the [City's website](#)

It is the bidder's sole responsibility to obtain the information directly from the [City's website](#) regarding this project.

The bidder will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

The bid price shall be valid for a period of 60 calendar days from the date of bid opening.

Bid proposals must be signed by a legal duly authorized officer of the bidder submitting the Bid.

By initialing the bottom of each page of this RFB document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their bid is made in compliance with this solicitation. The bidder's representatives are expected to examine this RFB thoroughly and request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the [City's website](#).

It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting bids electronically**. It is the sole responsibility of the bidder to consider that their quote was submitted on time, and that their PDF file/files are not corrupt.

Submittals may be rejected if deemed non-responsive. To be considered responsive, interested parties **must** submit the following no later than the aforementioned deadline:

The City **WILL NOT** accept bids by:

Hard copy

Fax

Email

To be considered responsive, interested parties **must** comply with the following:

1. Submit quote electronically through the City's website, www.georgetownsc.gov.
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. The PDF file upload limit is 4. If more than one PDF file is uploaded, each PDF file should be clearly labeled with the name of the respondent the corresponding number below:

1. Bid Form – Exhibit A
 2. Bid Bond
 3. Complete Initialed copy of this RFB document - (Place the responsible person's initials on each page)
 4. Complete Mandatory Vendor Submittal Form – Local Vendor Preference Option Exhibit B
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the quote, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all bidders correct the minor informality or irregularity within the same specified time.
 3. Bid must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. Quotes will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting quotes electronically. It is the sole responsibility of the bidder to consider that their quote was submitted on time, and that their PDF file/files are not corrupt.** Late quotes will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all quotes and to waive any informalities and technicalities in the quote process. No

additional fees, costs, or any other reimbursable expenses will be allowed.

4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the bidders submitting a bid.
5. Any bidder may withdraw their bid only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete bids may be rejected.
6. All costs incurred in preparing the bid, or costs incurred in any other manner by the bidder in responding to this RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFB become the property of the City and will not be returned.
7. Any proprietary information contained in the bid should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it’s in the City’s possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as “PROPRIETARY INFORMATION” so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

8. Bids must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid. Bids having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Bid – The City reserves the right to reject any bid from a bidder who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFB documents, contract of similar nature, or to reject the bid from a bidder who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected bidder of any contract to be entered into in accordance with this RFB will not be recognized by the City unless such assignment

has prior written approval of the City.

11. Insurance Provisions - The selected proposer will be required to provide and maintain proof of insurance throughout the contract term and as required at point of contract negotiation by the City's Risk Manager as follows:

Commercial General Liability:

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Automobile Liability:

Combined Single Limit \$1,000,000

Workers' Compensation:

Statutory Limits

The City of Georgetown is to be named as "Additional Insured" on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the bidder to advise the City's Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – dgrant@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442 or
- Physical address - 1134 N. Fraser Street, Georgetown, SC, 29440

Failure to do so shall be construed to be a breach of the agreement:

12. Indemnification - The selected bidder agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected bidder and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
14. City Business License and Permits – The selected bidder shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Revenues Manager, or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid

cost.

15. Payment terms – payment will be made after equipment is delivered to the City’s yard and warranty letter and start-up test reports have been provided.
16. Bid Security - In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding \$100,000. Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina or the equivalent in cash, certified check, cashiers ‘check, or money order. The City, at its option, may require bid bonds on construction contracts under \$100,000 when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid Security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.
17. Payment and Performance (P & P) Bonds - When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder’s responsibility.
 - (a) A Performance Bond shall be in an amount equal to one hundred percent (100%) of the contract amount; and
 - (b) A Payment Bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

General Contractual Requirements

1. Force Majeure - The bidder 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 bidder. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Bidder Qualifications – The bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFB. The City reserves the right to make the final determination as to the bidder’s ability to provide the services herein.
4. Bidder Responsibility – Each bidder shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFB. It is expected that this will sometimes require on-site observation. The failure or omission of the bidder to acquaint him/herself with existing conditions shall in no way

relieve him/her of any obligation with respect to this RFB or to a contract.

5. Affirmative Action - The bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for bids may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the bidder:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
 - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the bidder, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.
 - 7.4 Default – In case of default by the bidder, the City reserves the right to purchase any and all items/services in default in open market, charging bidder with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING BIDDER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
8. Prime Bidder Responsibilities - The bidder will be required to assume sole responsibility for the complete effort as required by this RFB. The City will consider the bidder to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFB is to be subcontracted, the bidder shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful bidder will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the bidder.

10. Ownership of Material – All materials and documents submitted by the bidder in response to this RFB become the property of the City and will not be returned to the bidder.
11. Compliance with City, State, and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the bidder.
12. Contract Amendments – Amendments to any agreement between the City and the bidder must be reviewed and approved in writing by the City Administrator or his/her designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the bidder as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the bidder, as determined necessary by the City. Pertaining to all audits, the bidder shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the bidder shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Bidder – **Bidder** represents, warrants, and covenants that:
 - (a) In providing the services bidder shall utilize the care and skill used by members of the bidder’s profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the bidder to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) Bidder is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Bidder agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or bidder’s performance thereunder.
19. City Business License and permits –The selected bidder shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Revenues Manager, or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.

Exhibits

- A) Bid Form
- B) Mandatory Vendor Submittal Form
- C) Hydro Dyne Engineering Specifications
- D) Existing Equipment Layout
- E) Contract Sample