



City of Westminster, South Carolina
100 E Windsor Street / P.O. Box 399
Westminster, SC 29693

**Request For Proposals:
Westminster SCADA Upgrades**

Proposals Due on February 27, 2026 at 2:00pm

MAIL BID RESPONSE TO:

City of Westminster
Attn: Utilities Director Scott Parris
P.O. Box 399
Westminster, SC 29693

HAND DELIVER BID RESPONSE TO:

City of Westminster
Attn: Utilities Director Scott Parris
100 E. Windsor Street
Westminster, SC 29693

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Project Procurement Website: www.westminstersc.org/departments/administration/#bids

All documents, addenda, and other relevant updates will be posted at the project website. The City of Westminster will adhere to its procurement standards, available on the project procurement website.

UPDATES AS A PART OF ADDENDUM 1 IN RED. BIDDER IS RESPONSIBLE FOR PROVIDING RESPONSES TO ALL CHANGES MADE IN THE RFP AND ADDENDUM AS ISSUED.

Overview

The City of Westminster (owner) requests proposals from qualified System Integrators (CSI) for a combined scope consisting of (A) a SCADA platform upgrade/migration, (B) a radio telemetry installation at designated sites, and (C) radio survey. Pricing shall be submitted for the combined package and itemized by Part A, Part B, Part C on the Bid Form.

Location: Water Treatment Plant (WTP) and remote sites within Westminster’s water system.

Intent: Modernize the SCADA platform (VTScada basis-of-design) and implement/refresh radio telemetry linking remote sites to the WTP.

Contract Type: Lump Sum by Part (A: SCADA Upgrade; B: Radio Installation; C: Radio Survey).

Schedule: Substantial Completion within **150** calendar days of the Notice to Proceed, following completion of the radio survey and any required FCC licensing; Final Completion within **180** days.

Bid Request

Sealed bids will be received by the City Administrator of the City of Westminster, South Carolina until 2:00 PM local time on February 27, 2026 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory.

The bid opening will begin promptly at the appointed time in Westminster City Hall, located at 100 E. Windsor Street, Westminster, South Carolina 29693. No bid may be submitted after the bid opening begins. The bids must be in the Conference room at the time of the bid opening, and it is the sole responsibility of the bidder to ensure that the bid arrives in the correct place on time. Emailed bids will not be accepted.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

All bids must be in a sealed envelope and marked “**Westminster SCADA Upgrades**”; 2:00 PM local time on February 27, 2026.

Bids may be mailed to the following address:

City of Westminster
Attn: Utilities Director Scott Parris
PO Box 399
Westminster, South Carolina 29693

Bids may be hand delivered to the following address:

**City of Westminster
Attn: Utilities Director Scott Parris
100 E. Windsor Street
Westminster, South Carolina 29693**

Pre-Bid Conference – February 12, 2026 10:00am-11:00 am at 100 E Windsor Street, Westminster, SC 29693. Prospective bidders will meet at City Hall and may travel to the sites from there. Offroad capable vehicles are recommended. A mandatory pre-bid conference will be held for prospective bidders to talk with the city staff and visit some or all sites.

Rights Reserved by the City

Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. The City may reject any and all bids, solicit new bids, waive technicalities, and make any other decisions it deems to be in its own best interest.

City Contact

If you have any questions regarding this RFP or terms or conditions, please contact Ctodd@westminstersc.org. Questions will be due by 5:00 PM on February 20, 2026.

All addenda, questions, and answers will be posted on the City's website: www.westminstersc.org/administration/#bids. It is the responsibility of the bidders to check the website for any of this information prior to submitting a bid.

Qualified Vendor

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet all requirements for licensing, insurance and service contained within this RFP.

Insurance

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including

transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Illegal Immigration Reform Act Compliance

The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the City of Westminster any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.

Indemnification

Company shall indemnify and hold City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

Non-Appropriation of Funds

This Agreement shall be subject to the availability and appropriation of funds by the Administrator, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement

MWBE Statement

To promote free competition and equal opportunity, the City of Westminster is committed to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the City of Westminster. The city encourages and invites small, woman-, and/or minority-owned businesses located inside and outside the city limits to participate in the city's procurement process. It is the policy of the city

to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

City Business License

The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business within the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business License Office at 864-647-3217 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

Local Purchasing

It is the intent of the City of Westminster to promote the use of local businesses and hire citizens living within Oconee County when possible.

The city may grant preference to local vendors of goods and services whose bid price or quote amount is within 5% of the lowest bid or quote received. A "local vendor" is defined as one whose physical headquarters is located in Oconee County, South Carolina.

Freedom of Information Act (FOIA)

All proposals will be public information, according to FOIA requirements.

Iran Divestment Act

By signing its proposal, the Proposer certifies that it:

- (i) is not identified on the list of persons determined by the Executive Director of the State Fiscal Accountability Authority to engage in investment activities in the country of Iran as described in South Carolina Code of Laws Section 11-57-310 (as amended), or any other list of prohibited investments created by the State legislature.
- (ii) will not take any action causing it to appear on any such list during the term of the Final Contract; and
- (iii) will not utilize any subcontractor that is identified on any such list to provide goods or services thereunder.



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Acknowledgement I: Overview and Bid Request

COMPANY:

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

SIGNATURE:

DATE:

Instructions to Bidders

Purpose: The purpose of this document is to provide to potential bidders general and specific information to submit a bid to supply the City's needs as listed within.

1.1 Definitions:

A) Bidder: This term is used to encompass the party seeking to have an agreement with the City of Westminster.

B) City: This term is defined as the City of Westminster, South Carolina. All Communications relating to the bid process or the resulting purchase should be directed to the City's Administrator Office or to their designated contact. The City may also be referred to as the owner.

C) Purchase: This term means the agreement to be executed by the City and the successful bidder.

1.2 Bid Preparation: All bid responses shall be

A) Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.

B) Typewritten or completed in ink, signed by the bidding firm's authorized representative with all erasures or corrections initialed and dated by said signer.

C) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Bid Request.

D) Each bid shall include the name, address, telephone number, and email address of at least three (3) current or recent customers for whom they have provided similar products. These references may be contacted, and if so, their responses may be considered in the bid evaluation process.

1.3 Bid Submission: two (2) copies of the Bid Response shall be:

A) Submitted in a single sealed envelope with the following information written on the outside of the envelope: * The name of the bidding company; * Identification of items being bid; date and time of bid opening.

B) Mailed or delivered to the address shown in the Bid Request for receipt by the City by the stated deadline. The City is not responsible for errors in mailing, delivery, or other similar issues.

C) Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

1.4 Failure to bid: Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name to be retained or removed from the City's bid list for future solicitations.

1.5 Errors in Bid: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern.

1.6 Award Criteria: The award shall be made to a single bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. The City reserves the right to make such decision as it deems to be in its own best interests. The City alone shall make such determination.

1.7 Compliance with laws: The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

1.8 Local Providers: Contractors submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

1.9 Retainage: The City reserves the right to hold up to 10% of the invoice amount in retainage to ensure that the project, materials, and services are delivered to the City's satisfaction. All retainages will be paid when all issues, in the sole opinion of the City, have been resolved, and retainage may be held until the project completion.

1.10 Qualifications and Experience of the Company: Brief history and organization of the company, the legal entity that will enter into the contract, the location of the office where the work will be performed, and the name and title of the person that is authorized to enter into a master contract agreement (must be an officer, partner, or member of the company). List any sub-consultants that will support your company, if any. Provide a narrative of your company's prior experience and qualifications as it pertains to the Scope of Work and provide a list of projects with similar scopes. Provide the name, address, and telephone number of at least three (3) references familiar with the quality of work done by your company of similar nature as contained in the Scope of Work. By submission of the references, you are authorizing the City of Westminster to contact these references.

1.11 Project Timeline and Substantial Completion: Bidders shall provide a proposed schedule of events, including substantial completion. The timeline may be considered during award determination. The proposed timeline will need to be agreed upon and may require modifications during the pre-construction period before issuing the notice to proceed. The contractor and City shall determine an agreed upon timeline.

1.12 Liquidated Damages: Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times. Substantial Completion shall be within 150 Calendar Days of the Notice to Proceed, following completion of the radio survey and any required FCC licensing. Final Completion shall be within 180 days. Liquidated damages of \$100 per day shall be remitted to owner for delays in completion. CSI to identify licensing lead-time and any schedule impacts in the baseline schedule and notify owner as soon as reasonable possible. Owner may award extra time for licensing and material delays to schedule.

1.13 Bid Security: A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a Bid bond issued by a surety. Such Bid bond will be issued in the form included in the Bidding Documents.

1.14 Bid Sheet: An itemized breakdown of costs should be detailed in a format easy to understand, including a lump sum cost and alternates (if applicable). Pricing should be detailed by Part A, Part B, and Survey portions, which should be summed to equal the total base bid amount. A separate all-inclusive sheet should be completed for options B(1) and B(2).

1.15 Deviations: Any changes or deviations from the specified plans should be called out and enumerated. Any such changes should be avoided unless necessary.

1.16 Sample Maintenance and Technical support Agreement: Bidder shall include a draft Maintenance and Technical Support Document as part of their proposal submission. This document is requested for informational purposes and may be considered during the bid evaluation process. It is the City of Westminster's intent to enter into a maintenance and/or technical support agreement with the selected contractors upon successful completion of the SCADA Upgrade Project. However, the City reserves the right to negotiate the terms of an agreement or decline to enter one altogether. Final determination will be made by the City following completion of the SCADA system upgrades and the associated scope of work, outside of this bid selection process.

Scope of Work Requirements

Part A: SCADA Upgrade

1. Provide and configure redundant dual servers with unlimited thin clients and 5,000 tags. Migrate existing Lookout & Siemens applications including alarms, trends, graphics, and reports into new single VTScada application.
2. Configure communication drivers to existing PLC/RTU assets (Modbus, Profinet, EtherNet/IP, DF1, etc.).
3. SAT, on-site commissioning and cutover with downtime minimization.
4. Operator and maintenance training; provide as-built application and object libraries.
5. Provide FortiGate firewall/VPN configuration for secure remote access (basis: FortiGate 60F) including client profiles for phones/tablets.
6. Provide two operator workstations (business-class), preloaded with necessary software.
7. Graphics cannot be reused and new graphics must be developed to unify to two applications.

Part B: Radio Installation

1. RF Survey & Optioning (Integrator Responsibility): Perform a systemwide radio survey with path profiles, RSSI predictions, and recommend appropriate technology (**PART C: SURVEY**).
2. Pricing Requirement – Two Options (both required):
 - a. Option B(1): GE MDS Orbit Spread Spectrum 900MHz (unlicensed, up to ~1 W).
 - b. Option B(2): GE MDS Orbit licensed narrowband (up to 5 W). If unlicensed, will not meet performance, the Owner will obtain the FCC license for licensed radios. If a second radio survey needs to be conducted, then it will be conducted at the same cost as provided by the SI in this RFP.
3. Furnish and Install Radios: Provide and commission GE MDS Orbit radios (per selected option) at designated sites for reliable telemetry to/from the WTP.
4. **Antennas, Structures, & Transmission Line:** Provide site-appropriate Yagi/Omni antennas and cable required jumpers/connectors; lightning/surge protection; weatherproofing; and mounting hardware.
 - a. **Use of Existing Structures**

The CSI shall utilize existing City-owned poles, tanks, buildings, or other suitable structures for antenna and radio equipment installations whenever feasible and technically appropriate.
 - b. **New or Taller Structures**

If taller poles, masts, or tower structures are required to meet SCADA radio performance criteria, including signal strength and line-of-sight requirements, the CSI shall be fully responsible for the design, engineering, permitting, procurement, installation, and all associated costs of such structures. Supporting documentation, including radio path studies or propagation analysis, shall

be submitted to justify the need for any new or extended structure.

c. City Approval

No new pole, mast, or tower shall be installed without prior written approval from the City. The City reserves the right to deny installation if it determines that:

- Existing structures are sufficient;
- The proposed structure is unnecessary or excessive; or
- The installation conflicts with safety, zoning, aesthetic, or operational considerations.

d. City Assistance

At the City's discretion, the City Staff may assist with the installation and procurement of Power poles as needed. Such assistance shall not relieve the CSI of responsibility for proper design, engineering, performance compliance, or any associated project requirements.

5. Grounding/Bonding: Install per Section 4 and manufacturer requirements (ground rods, bonding conductors, entry protectors).
6. Automatic Failover: Program, test, and document automatic failover from the primary radio network to the radio path. CSI will provide hardware for failover, but the internet service provider is responsible for hardware for bridging sites together securely.
7. Documentation & Acceptance: Provide a path-study summary and RSSI/throughput measurements.
8. A separate ethernet bridged link will be made for the pond PLC at the WTP. This bridge will tie the WTP network to the Pond building network. This link doesn't need to use GE Radios and since it's line of sight can use any radio that will allow at least 100MB of ethernet throughput. Network will be set up to be bridged.
9. The sites shall be set up to be operated primarily on radio with fiber backup. Fiber is available on site.

Designated Sites:

- S1: Unity Church Ridge (tank)
- S2: US-76 valley/creek
- S3: SC-11 / Driver Hill (tank)
- S4: Downtown Triangle (tank)
- S5: East Main Street (tank)
- S6: Cleveland Pike Berry Farm
- S7: Raw Water Intake
- S8: WTP Tower (with WTP pond backhaul/fiber interface)

Technical Requirements- Electrical: NEC/NFPA 70 and local AHJ requirements; OSHA safety rules.

Additional photos and site plans are available by request to pre-bid attendees by emails Water Sewer Supervisor Chris Todd at ctodd@westminstersc.org.

Additional Scope of Work Requirements:

1. Pre-Construction RF Survey (CSI Responsibility). Perform a full radio survey covering spread spectrum bands to achieve predicted RSSI/throughput. Radio Survey will need to be conducted (at minimum portions of) in person, on site.
2. Unlicensed vs Licensed Decision. Based on the RF Survey, recommend either (a) unlicensed 900 MHz ISM (up to 1 W transmitter output; Part 15) or (b) licensed narrowband radios (up to 5 W transmitter output; Part 90 or other applicable service). Provide pricing for both options along with the recommendation.
3. Owner Licensing Responsibility. If the RF Survey indicates unlicensed radios will not meet performance/availability targets, the Owner will be responsible for obtaining the necessary FCC license.
4. Coordinate any outages with owner; provide cutover plans 7 days in advance.

Anticipated Material to be Purchased

This following is a list prepared to guide bidders in material to be purchased. It will be the responsibility of bidders to ensure that all material to complete the scope of work is included in the final lump sum amount. The following may not be all inclusive of all required material. Any deviations or like products should be enumerated on a separate attachment.

Equipment- Radio System

- 1) Radios- Two Options (both required):

Option B(1)- Radios (Unlicensed, Basis of Design): GE MDS Orbit 900 MHz FHSS (spread-spectrum); must carry networked Ethernet traffic for SCADA and provide automatic failover from the primary fiber network with auto-return when fiber is restored.

Option B(2)- Radios (Licensed Alternative): GE MDS Orbit narrowband (VHF/UHF) up to 5 W per FCC license; must carry networked Ethernet traffic for SCADA and provide the same automatic failover behavior; integrator to recommend band based on the radio survey; Owner to obtain the FCC license if required.

- 2) Antennas: Directional Yagi at remote tanks and Omni at WTP tower. Include mast/pipe mounts.
- 3) Lightning/Surge Protection: RF gas discharge protectors (N-Female to N-Female) at entry; DC power surge protection (DIN-rail). Bond to site ground with short leads.
- 4) Grounding/Bonding: Two (2) 8' copper-clad ground rods (where applicable) bonded with 6 AWG bare copper; exothermic or listed mechanical connectors; ground kits at coax entry and antenna mast.
- 5) Enclosures: Outdoor enclosures NEMA 4X stainless steel; single-handle, three-point latch.

- 6) Power: 120 VAC feed with DIN-rail 12 or 24 VDC supply; mini-breaker and surge protective device; labeled terminal blocks.
- 7) LiFePO4 batteries can be utilized instead of lead acid batteries

Equipment- SCADA Servers and Network

- 1) SCADA Software: VTScada current LTS release, 5,000-tag license minimum, with historians, alarms, trends, and unlimited remote thin clients as required.
- 2) Application Migration: Convert existing Lookout and Siemens logic/graphics; retain alarm/event history where practical; provide conversion report.
- 3) Servers/Workstations (basis-of-design): (2) redundant servers/workstations, Intel i7/i9-class CPU or AMD-equivalent; ≥ 32 GB RAM; ≥ 1 TB SSD; Windows 11 Pro.
- 4) Networking/Security: FortiGate 60F (or Owner-approved firewall) with VPN. **1 year of licensing is required**

Equipment- Structural and Safety (Mounts, Towers, Tanks)

- 1) Provide all mounting hardware, standoffs, and penetrations; seal/waterproof per manufacturer guidelines. All mounting hardware must be new and in working condition.
- 2) Verify structural adequacy for antenna/pole mounts. If structural reinforcement is required, notify Owner with a proposed change and stamped details (if applicable).
- 3) Follow fall-protection requirements for work performed at height, all safety requirements, and adequate applicable PPE as required by industry best standards, OSHA, and other applicable legal and best practice safety standards.

Anticipated Project Submittals

- 1) RF Survey Report (Pre-Construction)
- 2) Test Plan: FAT and SAT
- 3) Training plan and agenda; staffing plan naming key personnel (PM, Lead Controls, Engineer, OT Cyber Expert, PE of Record)

Anticipated Project Deliverables

- 1) RF Survey Report.
- 2) Part A- SCADA Upgrades: Configured VTSCADA application, server builds, driver configuration

and operator training.

- 3) Part B- Radio Installation: Radio configuration backups, path study summary, RSSI/throughput test results.
- 4) Editable source code: PLC and SCADA projects with passwords provided to Owner.

We respectfully request bids on the above Scope of Work. The successful bidder shall adhere to General and accepted Industry Standards for installation and safety on this project.



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Acknowledgement II: Instructions to Bidders, Scope of Work Requirements, Additional Information

COMPANY:

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

SIGNATURE:

DATE:

Additional Bidder Requirements and Representations

I. Qualifications

Contractors must have a South Carolina contractor license, in good standing. Contract and all sub-contractors shall obtain a City of Westminster Business License once notice to proceed has been issued and prior to work beginning.

II. Contractor Responsibilities

Contractor shall be responsible for: (A)SCADA platform upgrade/migration, (B)Radio telemetry installation at designated sites, and (C)Radio survey.

III. Work Completion Date

Contractor shall provide an estimated time for completion. Coordination will be required between the City of Westminster and contractor to ensure that work and City availability of materials align before work begins. Notice to Proceed may be delayed as material arrives.

IV. Bidder Representations

A) In submitting this Bid, Bidder represents the following:

- 1) Bidder has examined and carefully studied the Bidding Documents, including Addenda
- 2) Bidder has become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3) Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4) Bidder has carefully studied the reports of explorations, plans, and drawing associated with the project.
- 5) Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any.
- 6) Bidder has given owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by owner is acceptable to Contractor.
- 7) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8) The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

B) The Bidder Certifies the Following:

- 1) This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any

- group, association, organization, or corporation.
- 2) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3) Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4) Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For these purposes:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BID FORM

BIDDER hereby submits this Bid as set forth above:

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed herein.

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bid Form (Continued)

Bidder's Contact

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address:

Bidder's Contractor License No. (If Applicable): _____

<p>LUMP SUM ALL INCLUSIVE PRICING (Option B(1)): \$ _____</p> <p>_____</p> <p><i>(individual's signature)</i></p> <p>_____</p> <p><i>(typed or printed)</i></p>
--

<p>LUMP SUM ALL INCLUSIVE PRICING (Option B(2)): \$ _____</p> <p>_____</p> <p><i>(individual's signature)</i></p> <p>_____</p> <p><i>(typed or printed)</i></p>
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Bidders must also submit a Bid Sheet as described in Instructions to Bidders Section 1.14

APPENDIX A: Acknowledgement of Addenda

All Addenda (if any) will be posted at www.westminster-sc.org/departments/administration/#bids. It shall be the responsibility of prospective bidders to be aware of and meet the requirements of any issued addenda. Bidder should complete the following form acknowledging any addenda issued. Lines may be left blank if the referenced addendum isn't published.

Addendum	Signature	Date	Name (Printed)	Title
Addendum #1				
Addendum #2				
Addendum #3				
Addendum #4				
Addendum #5				

APPENDIX B: Anticipated Timeline of Events

The attached timeline of events is for planning purposes only, and subject to change through formal notification. Bidders are responsible for meeting all deadlines.

No.	Event	Date	Time (EST)	Location
1	Request for Proposals Issued	February 5, 2026		
2	Mandatory Pre-Bid Meeting	February 12, 2026	10:00am	Westminster City Hall (100 E Windsor Street, Westminster, SC 29693)
3	Questions Due	February 20, 2026	5:00pm	
4	Proposals Due and Bid Opening	February 27, 2026	2:00pm	Westminster City Hall (100 E Windsor Street, Westminster, SC 29693)
5	Consideration of Award by City Council (Anticipated)	March 10, 2026	6:00pm	Westminster Fire Department (216 Emergency Lane, Westminster, SC 29693)
6	Notice of Award	March 13, 2026		
7	Pre-Construction Period	March 2026		
8	Notice to Proceed Issued	March 2026		
9	Construction Begin	April 2026		

Bid Bond (Continued)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum 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 does not in the aggregate exceed 120 days from the 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 will 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

Bid Bond (Continued)

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.

APPENDIX D: Required Bid Documents

This list is intended to guide bidders, but bidders have the sole responsibility to ensure all required documents are included.

- 1. Two (2) bid copies in a single sealed bid package**
- 2. Bid Pricing Sheet (Prepared by Bidder, including separate pricing sheets for options B(1) and B(2)).**
- 3. Qualifications of the Company and References**
- 4. Project Timeline and Substantial Completion**
- 5. Sample Maintenance and Technical Support Agreement**
- 6. Acknowledgement I: Overview and Bid Request – p7**
- 7. Acknowledgement II: Instructions to Bidders, Scope of Work Requirements, Additional Information – p16**
- 8. Bid Form – p19 & 20**
- 9. APPENDIX A: Acknowledgement of Addenda (If Applicable) – p21**
- 10. APPENDIX C: Bid Bond (Penal Sum Form) – p23**
- 11. Exceptions/Clarifications (If Necessary)**