

Submit Responses Online using the City of Columbia's online bidding system, https://columbiasc.ionwave.net Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: December 10, 2020	Bids will be opened at 10:00 A.M. ET on 1/21/21 and may not be withdrawn within 60 days after such date and time.		BID020-20-21-LAG
Bid Title: Lower Saluda River Relief and Pipe Rehabilitation (SS7428) (CDBE)		Reason For No Bid:	
Vendor:			
Vendor Mailing Address:			
City-State-Zip:			
Telephone No:			
Fax No:			
South Carolina General Contractor License Number:			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		_____ AUTHORIZED SIGNATURE (MANUAL)	
		_____ AUTHORIZED SIGNATURE/TITLE (TYPED)	
		_____ E-MAIL ADDRESS	
General Conditions			
<p>Electronic Bids: All bids must be submitted online at https://columbiasc.ionwave.net. Bids not submitted on the https://columbiasc.ionwave.net system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.</p>			
<p>1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.</p>			
<p>2. NO BID: If not submitting a bid, respond by indicating no-bid using https://columbiasc.ionwave.net and explain the reason in the space provided for comments.</p>			
<p>3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of https://columbiasc.ionwave.net. Bid tabulations will not be provided by telephone.</p>			
<p>4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.</p> <p>A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p> <p>B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of error calculating extended price, the unit price will govern.</p> <p>C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p> <p>D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.</p> <p>E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.</p>			
<p>5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.</p>			

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision
7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its related corporate entities.
8. **AWARDS:** As the best interest of the City may require, the City may make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided. Any and all manufacturers' warranties for materials provided under this Contract shall be transferred to the City upon purchase of any materials.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of charge, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement and Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the supplies may be disposed of by the City of Columbia.
11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement and Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting bidder. Any violation of these stipulations may also result in:
- A. Bidder's name being removed from the Department of Procurement and Contracts' vendor mailing list.
 - B. All City divisions being advised not to do business with the bidder without written approval from the Department of Procurement and Contracts until such time as the bidder reimburses the City for all re-procurement and cover costs.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City unless loss or damage results from negligence by the City. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering agency will:
- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any trademarked, copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by trademark, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment, rent or lease plans.
15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
16. **LIABILITY:** The Contractor agrees to fully indemnify, defend, hold harmless and reimburse the Owner, the Engineer and their respective agents, employees and successors from and against any and all losses, liabilities, judgments, expenses, costs and all claims from damages of any nature whatsoever:
- relating to or arising out of any action or failure to act; or,
 - resulting from a taking of property, real or personal, or by inverse condemnation; or,
 - relating to or arising out of the performance or failure to perform any of the obligations required by the contract; or,
 - resulting from failure to comply with or violation of any local, state, or federal regulation
- by the Contractor, its subcontractors, officers, agents and employees or anyone for whose acts any of them may be liable. Losses, liabilities, expenses and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, judgments, loss of use and/or services, bodily injury, injury to or the taking of real or personal property, defense costs and attorney's fees.
17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

19. LICENSES AND PERMITS: The successful bidder shall secure any applicable licenses or permits necessary to do business in the City of Columbia.
20. Upon award to the successful bidder by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the Contract between the City of Columbia and the successful bidder. By submitting a bid, bidder acknowledges and accepts the Terms and Conditions herein as the Terms and Conditions governing the Contract resulting from its bid.
21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this Contract shall immediately terminate, without further obligation by the City of Columbia.²³ If this invitation to bid is for professional services to be rendered by the vendor, the Addendum to the Invitation for Bids for Professional Services shall apply as if fully set forth herein verbatim.
22. Protested solicitations and awards.
- (a) Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.
- (b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this paragraph, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
- (c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
- (d) Notice of decision. A copy of the decision under subsection (c) of this paragraph shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- (e) Finality of decision. A decision under subsection (c) of this paragraph shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within ten (10) days of the decision. The protestant may also request an interview with the city manager.
- (f) Request for review. The request for a review shall not stay the contract unless fraudulent.

An overview is available at www.columbiasc.net/purchasing

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to established either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using <https://columbiasc.ionwave.net>. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiasc.net/purchasing

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DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, SC 29201

INVITATION FOR BID (IFB)

Sealed bids for **Lower Saluda River Relief Sewer and Pipe Rehabilitation (SS7428) (CDBE)**, subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using <https://columbiasc.ionwave.net> until **10:00 A.M. ET, January 21, 2021** then publicly opened and read. The commodities and/or services must be furnished as described and specified.

BID020-20-21-LAG

By: Latisha A. Grice, Bid Coordinator
Latisha A. Grice

QUANTITIES/COMMODITIES, OR SERVICES	TOTAL BID AMOUNT DOLLAR CENTS*
Sanitary Sewer Manhole Rehabilitation (SS7428) (CDBE)	\$ _____*

(Per described specifications, provisions, and drawings and the descriptions on Bid Form found on Pages **10-12**).

*Price is to be entered onto <https://columbiasc.ionwave.net> Bidder will provide, furnish, and install all equipment, labor and materials required to complete this project.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection.

SALES TAX AND/OR USE TAX (DECEMBER 2019)– Bidders shall include in amounts bid payment of State Sales Tax and/or Use Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this contract.

Award will be made to the lowest responsive and responsible bidder.

This solicitation has been designated as a CDBE (Columbia Disadvantaged Business Enterprise) project. The highly recommended CDBE participation for this solicitation is designated as 10%. This participation must be reflected on the Business Information Record (CDBE). Please see the City of Columbia’s CDBE policy at <https://www.columbiasc.net/obo> for details.

Due to Coronavirus quarantine restrictions, all CDBE Good Faith Efforts that require mailing of letters and/or certified letters via the United States Postal Service can now be satisfied by emailing letters instead. Please use copies of your emailed letters as part your Good Faith Efforts.

The City of Columbia Local Business Enterprise (LBE) policy applies to this solicitation. You do not have to be a LBE in order to submit a bid for this project. Under the LBE policy,

if the lowest responsive and responsible bidder is not a certified LBE and a certified LBE is within 5% of the lowest bid (up to a maximum dollar value not to exceed \$500,000), the certified LBE then has the opportunity to accept the project at the lowest bidder's price. The certified LBE must be from the 8 county Combined Statistical Area (CSA) as defined in the City of Columbia's LBE policy and must also be registered with the City of Columbia's Compliance Office as a certified LBE before the bid is submitted. Please see the City of Columbia's LBE policy at <https://www.columbiasc.net/obo> for details.

A non-mandatory but highly recommended Pre-Bid Meeting is scheduled for December 17, 2020 at 10:00 A.M. ET. The Pre-Bid Meeting will be conducted by Conference Call. Please call 1-877-402-9757 and then enter the access code 5384054# when prompted to participate.

The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345 or by email at BusinessLicenseMail@columbiasc.net.

YOU WILL NEED TO EMAIL YOUR NAME, THE ORGANIZATION YOU REPRESENT, YOUR TELEPHONE NUMBER AND YOUR EMAIL ADDRESS TO procurement@columbiasc.gov AND COPY ciera.ellis@columbiasc.gov AT LEAST 1 HOUR BEFORE THE SCHEDULED PRE-BID MEETING (PRIOR TO 9:00 A.M. on 12/17/2020). A ROLL CALL WILL BE CONDUCTED AT THE BEGINNING OF THE MEETING TO DETERMINE IF WE HAVE THE CONTACT INFORMATION FOR ALL PARTICIPANTS IN THE MEETING.

All Bidders must provide a copy of their South Carolina Contractor's License with their bid and shall have the required classification for the scope of the work.

The Bid opening will be held on January 21, 2021 at 10:00 A.M. ET. No late bids will be accepted. **The Bid Opening will be conducted by Conference Call. Please call 1-877-402-9757 and enter the access code 5384054# when prompted to participate.**

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

This IFB does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

Please note additional attachments on <https://columbiasc.ionwave.net>: Technical Specifications, Drawings, Location Map, Part 15 “General Specifications”, Part 17 “Specifications for Sanitary Sewer”, Part 20 “Specifications for Sodding, Fertilizing and Seeding” The Local Business Enterprise (LBE) Policy and the Columbia Disadvantaged Business Enterprise (CDBE) Program Policy.

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Schedule of Events

Invitation to Bid issued	December 10, 2020
Pre-Bid Meeting (non-mandatory but highly recommended) Dial 1-877-402-9757 and then enter access code 5384054# when prompted.	December 17, 2020 at 10:00 A.M. ET
Last Day for Questions	January 6, 2021 at 12:00 P.M. ET
Invitation to Bid Opening by conference call. Dial 1-877-402-9757 and then enter access code 5384054# when prompted.	January 21, 2021 at 10:00 A.M. ET
Intent to Award (Tentative)	January 27, 2021
City Council Approval (Tentative)	February 16, 2021
Pre-construction Meeting	To be determined

Note:

1. In addition to submitting bid response using <https://columbiasc.ionwave.net>, vendor will also attach to <https://columbiasc.ionwave.net> pages 1, 5, 10-13, 27-28, 33-37 and 40-45. of bid package and a copy of the bidder’s South Carolina General Contractor’s License before bid opening.
2. All questions must be submitted to: <https://columbiasc.ionwave.net>
Using <https://columbiasc.ionwave.net>, the user must be logged in, select the solicitation, click “Question” and “Ask Question”. The deadline for additional information and questions is January 6, 2021 by 12:00 P.M. ET. The City will not accept telephone calls or visits regarding this IFB. No interpretation shall be binding unless in writing from the City of Columbia.
3. **Elaboration, Clarification and Assumptions (MARCH 2020):**
Do not make assumptions about the meaning or accuracy of information contained herein. Ask for clarification of the assumptions by the last day for questions. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/or exceptions to the terms, conditions, provisions, and requirements, etc., must be submitted in writing to the City and must be received prior to January 6, 2021 at 12:00 P.M. ET, which is the last day/time for all questions, clarifications and requests for the City to further elaborate on any part of the IFB. If questions are not asked prior to the deadline stated above, the City will assume that any Contractor, Consultant and/or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.
4. All bids (pricing) must be submitted online.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection.

Scope of Work:

The overall project will consist of the construction of a new 42-inch and 36-inch gravity trunk sewer, manholes, diversion structures, associated appurtenances, erosion/sedimentation control and equipment for the installation of the new sewer main. The work includes, but is not necessarily limited to, the following:

- Clear the site of trees, brush, fences, buildings and obstructions occupying space needed for construction. No building or structure partially encroaching on the right-of-way or located so as not to interfere with construction operations shall be removed unless specifically noted on the Drawings or directed by the Engineer.
- Installation of approximately 2,175 linear feet of 42-inch gravity sewer main, approximately 17,000 linear feet of 36-inch gravity sewer main via open cut, 1,400 linear feet of 36-inch gravity sewer via pipe bursting, rehabilitating 1,700 linear feet of 30-inch and 36-inch sewer via CIPP, 75 manholes, 2 pre-cast concrete vault diversion structures and all associated fittings and appurtenances to complete the work.
- Connections to the existing City of Columbia sewer collection system.
- Replace 3 segments of existing 27-inch concrete sewer pipe with 36-inch HDPE via pipe bursting.

Location:

See attached Lower Saluda Relief Sewer Location Map.

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BID FORM
BID020-20-21-LAG
Lower Saluda Rover Relief Sewer and Pipe Rehabilitation (SS7428) (CDBE)

Item	Description	Qty.	Unit	Unit Price	Amount
Part A Miscellaneous Work					
A-1	Mobilization/Demobilization and Related Expenses (no greater than 5% of total Bid, excluding this item)	1	LS	\$ _____	\$ _____
A-2	Maintenance and Protection of Traffic (Section 01570)	1	LS	\$ _____	\$ _____
A-3	Clearing and Grubbing (Section 02100)	81,600	SY	\$ _____	\$ _____
A-4	Dewatering and Drainage (Section 02140)	1	LS	\$ _____	\$ _____
A-5	Erosion and Sedimentation Control (Section 02270); including Stream Crossings and Restoration	1	LS	\$ _____	\$ _____
A-6	Over Excavation of Unsuitable Soils and Refill (Section 02221)	2,000	CY	\$ _____	\$ _____
A-7	Abandonment of Existing Utilities (Section 01046)	8,500	LF	\$ _____	\$ _____
A-8	Rock and Boulder Excavation (Section 02210)	500	CY	\$ _____	\$ _____
A-9	Remove and Replace Asphalt Paving In Non-DOT Streets (Section 02571)	500	SY	\$ _____	\$ _____
A-10	Remove and Replace Gravel Pavement (Section 02200)	2,700	SY	\$ _____	\$ _____
A-11	Remove and Replace 8-Foot Wide Concrete Sidewalk (Section 02515)	8,000	SY	\$ _____	\$ _____
A-12	Bypass Pumping	1	LS	\$ _____	\$ _____
Part A Miscellaneous Work (Subtotal)					\$ _____
PART B Sewer Pipe Manhole & Appurtenances					
B-1	42-inch Gravity Sewer pipe Installed in Steel casing	140	LF	\$ _____	\$ _____
B-2	42-inch Gravity Sewer pipe (18' to 20' deep) including excavation, backfill, and compaction	295	LF	\$ _____	\$ _____
B-3	42-inch Gravity Sewer pipe (20' to 22' deep) including excavation, backfill, and compaction	698	LF	\$ _____	\$ _____
B-4	42-inch Gravity Sewer pipe (22' to 24' deep) including excavation, backfill, and compaction	876	LF	\$ _____	\$ _____

B-5	42-inch Gravity Sewer pipe (24' to 26' deep) including excavation, backfill, and compaction	104	LF	\$ _____	\$ _____
B-6	36-inch Gravity Sewer pipe Installed in Steel casing	435	LF	\$ _____	\$ _____
B-7	36-inch Gravity Sewer pipe (0' to 6' deep) including excavation, backfill, and compaction	100	LF	\$ _____	\$ _____
B-8	36-inch Gravity Sewer pipe (6' to 8' deep) including excavation, backfill, and compaction	1,204	LF	\$ _____	\$ _____
B-9	36-inch Gravity Sewer pipe (8' to 10' deep) including excavation, backfill, and compaction	2,039	LF	\$ _____	\$ _____
B-10	36-inch Gravity Sewer pipe (10' to 12' deep) including excavation, backfill, and compaction	1,263	LF	\$ _____	\$ _____
B-11	36-inch Gravity Sewer pipe (12' to 14' deep) including excavation, backfill, and compaction	2,638	LF	\$ _____	\$ _____
B-12	36-inch Gravity Sewer pipe (14' to 16' deep) including excavation, backfill, and compaction	2,256	LF	\$ _____	\$ _____
B-13	36-inch Gravity Sewer pipe (16' to 18' deep) including excavation, backfill, and compaction	4,084	LF	\$ _____	\$ _____
B-14	36-inch Gravity Sewer pipe (18' to 20' deep) including excavation, backfill, and compaction	1,390	LF	\$ _____	\$ _____
B-15	36-inch Gravity Sewer pipe (20' to 22' deep) including excavation, backfill, and compaction	125	LF	\$ _____	\$ _____
B-16	36-inch Gravity Sewer pipe (22' to 24' deep) including excavation, backfill, and compaction	233	LF	\$ _____	\$ _____
B-17	8-inch DIP Gravity Sewer Pipe (6' to 14' deep) including excavation, backfill, and compaction	135	LF	\$ _____	\$ _____
B-18	Jack and Bore 54" Steel Casing	140	LF	\$ _____	\$ _____
B-19	Jack and Bore 48" Steel Casing	355	LF	\$ _____	\$ _____
B-20	6-foot Diameter Precast Concrete Manholes	1,589	VF	\$ _____	\$ _____
B-21	4-foot Diameter Precast Concrete Manholes	21	VF	\$ _____	\$ _____
B-22	Manhole Drop Connections	19	VF	\$ _____	\$ _____
B-23	Precast Concrete Diversion Structure	2	EA	\$ _____	\$ _____

Part B - Sewer Pipe, Manhole and Appurtenances (Subtotal) \$ _____					
Part C – Manhole, Pipe Rehabilitation					
C-1	Cured-in-Place Pipe 30-inch Sewer (Manhole to Manhole), All Depths (Section 02765)	1,038	LF	\$ _____	\$ _____
C-2	Cured-in-Place Pipe 36-inch Sewer (Manhole to Manhole), All Depths (Section 02765)	655	LF	\$ _____	\$ _____
C-3	Replace 27-inch Diameter Pipe with 36-inch HDPE Pipe via Pipe Bursting	1,365	LF	\$ _____	\$ _____
C-4	Raise Existing Manholes	32	EA	\$ _____	\$ _____
C-5	Pre-Rehabilitation CCTV	3,085	LF	\$ _____	\$ _____
C-6	Mechanical Heavy Cleaning	600	LF	\$ _____	\$ _____
C-7	Sewer Manhole Monolithic Lining	673	VF	\$ _____	\$ _____
C-8	Bench and Invert Repair	14	EA	\$ _____	\$ _____
C-9	Replace Frame and Cover	1	EA	\$ _____	\$ _____
Part C – Manhole and Pipe Rehabilitation (Subtotal) \$ _____					
PART A – Miscellaneous Work (Items A-1 through A-12)					\$ _____
PART B – Sewer Pipe, Manholes and Appurtenances (Items B-1 through B-23)					\$ _____
PART C – Manhole and Pipe Rehabilitation (Items C-1 through C-9)					\$ _____
This total must be submitted to https://columbiasc.ionwave.net and on Page 5 of this document.				TOTAL BID	\$ _____

_____ DOLLARS

_____ CENTS

(Indicate the Sum Total of Bid Proposal Amount in both figures and words. In case of discrepancy, the amount shown in words will govern.)

*The estimated quantities contained in the proposal are for the purpose of comparing bids. These quantities are not guaranteed and payment will be made on the basis of the work as actually executed at the unit price in the proposal as accepted.

<u>UNIT KEY</u>	
SY = Square Yards	CY = Cubic Yards
EA = Each	LF = Linear Feet
LS = Lump Sum	VF= Vertical Feet

The undersigned proposes and agrees to begin work on a date to be specified in a written order from the City and to substantially complete the amount of work herein contemplated within **four hundred fifty-five (455)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) and to fully complete the amount of work herein contemplated within an additional **sixty (60)** consecutive calendar days for a total construction time of **five hundred fifteen (515)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP).

Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

The bidder hereby agrees to enter into a contract to begin and complete said work according to plans, specifications and all the terms and conditions of the advertisement, instructions to bidders, and of the proposal, and within ten (10) days from the date of acceptance of this proposal. The bidder will also furnish bonds and insurance, as required by the contract.

Attached hereto is a bid bond **or** certified check for the sum of 5% _____ (\$ _____) Dollars payable to The City of Columbia. The check shall be held by the City (1) until the successful bidder shall have executed, as required, the contract and bond, and (2) in the event that the contract is awarded to the undersigned and he shall fail to execute, as required, the contract and bond, then the said check shall be retained as and for liquidated damages for such failures, otherwise the said check shall be returned to the undersigned.

The undersigned hereby agrees that the City has the right to reject any or all bids and the undersigned shall not dispute the quantities used in preparing the bids.

Respectfully submitted,

SEAL
(if bid is by a Corporation)

Signature of Person, Firm or Corporation
Making Bid

Title

Business Address

SC Contractor's License No.: _____

CITY OF COLUMBIA REGULATIONS

PART 14 INSTRUCTIONS TO BIDDERS

14.1 RECEIPT AND OPENING OF BIDS

14.1.1 The Mayor and City Council of the City of Columbia, S.C. (herein called the "Owner"), invite bids on the forms included in the Bidding Documents, all blanks of which must be appropriately filled in. **BID020-20-21-LAG** will be received electronically via <https://columbiasc.ionwave.net> until **10:00 A.M. ET, January 21, 2021** and then at said office publicly opened and read aloud.

14.1.2 The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after actual date of the opening thereof.

14.1.3 At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to his bid.

14.1.4 SALES TAX AND/OR USE TAX – Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service and labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance to the SC Department of Revenue Sales Tax and Use Tax Manual.

14.2 PREPARATION OF BID

14.2.1 Each bid must be submitted on the prescribed form and shall be accompanied by a properly completed Compliance Statement with regard to Executive Order 11246. All bids must be based on the predetermined wage scale set forth by the U. S. Department of Labor where such wage scales are applicable. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Compliance Statement must be fully completed and executed when submitted. The Contractor shall not remove and submit the PROPOSAL pages separate from the volume of contract documents, but shall submit his proposal bound with the completed volume of documents, including all pages correctly assembled.

14.2.2 Each Bidder, whether a resident or nonresident of this State, is required to show evidence of being licensed before his bid for this project is considered by affixing the Bidder's South Carolina Contractor's license number on the Bidder Acknowledgement, which is Page 1 of the Invitation for Bid. If such information is not provided, the bid will not be considered by the owner.

- 14.2.2.1 All Bidders must fully comply with the provisions and requirements of S.C.Code Ann Section 40-11-5, *et.seq.*
- 14.2.3 Bids that are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or that do not comply with the Instructions to Bidders may be rejected at the option of the Owner.
- 14.2.4 The correct total amount bid for the complete work is defined as the correct sum total of the amounts bid for the individual items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item times the unit bid price. In case of error in the extension of prices, the UNIT PRICE will govern. Erasures or other changes in the bids must be explained or noted over the signature of the Bidder.
- 14.2.5 Bidders or their authorized agents are expected to examine the site, the maps, drawings, specifications, circulars, schedule and other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid.
- 14.2.6 If more than one bid is offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a bidder from submitting alternative bids when called for. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.
- 14.2.7 Each bid shall be accompanied by a bid bond using the form contained in the Invitation for Bid and executed by a bonding company duly authorized and licensed to do business in the State of South Carolina, or by a certified check payable to the order of The City of Columbia, and drawn upon a national bank or a bank and trust company doing business in the State of South Carolina, in an amount equal to five (5%) percent of the amount of the bid, to guarantee that the successful Bidder will, within ten (10) days from the date of the notice of award of contract, enter into a contract with the Owner, and execute to said Owner a Performance and Payment bond, the contract and bond to be in the form set forth in the contract, bond and specifications referred to in the Advertisement for Bids. The deposits of the three lowest Bidders will be held until the successful Bidder has entered into a contract and furnished bond, or all bids have been rejected. FAILURE TO USE THE BID BOND FORM CONTAINED IN THE BID PROPOSAL FORMS, WITHOUT MODIFICATION, MAY RESULT IN REJECTION OF THE BID.

14.3 ADDENDA AND INTERPRETATIONS

- 14.3.1 If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the City Engineer a written request for an interpretation thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made

only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

- 14.3.2 The estimated quantities contained in the proposal are for the purpose of comparing bids. These quantities are not guaranteed and payment will be made on the basis of the work as actually executed at the unit price in the proposal as accepted.
- 14.4 TIME FOR RECEIVING BIDS - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to the Owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered.
- 14.5 WITHDRAWAL OF BIDS - Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- 14.6 BIDDERS PRESENT - At the time fixed for the opening of bids, the names of the Bidders along with their bid amounts will be made public for the information of Bidders and others properly interested, who may be present either in person or by representative.
- 14.7 TELEGRAPHIC MODIFICATION - Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition and subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, consideration may not be given to the telegraphic modification, unless it is to the best interest of the Owner.
- 14.8 QUALIFICATIONS OF BIDDER
- 14.8.1 The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the owner all such information and data for this purpose as the Owner may request.
- 14.8.2 The Owner reserves the right to reject any bid if the evidence, submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

14.9 BUSINESS LICENSE

14.9.1 Every Contractor maintaining an office or offices or place of business in the City of Columbia, who for a fixed price, commission, fee or wage, or other consideration, undertakes to construct or supervise the construction, alteration, or repair of any building or to provide any type of contractual services whatsoever shall pay a license fee as follows on his gross contract business done inside and outside of the City of Columbia:

14.9.1.1 On gross contract business not exceeding \$25,000.....\$60.50

14.9.1.2 On each additional \$1,000 or fraction thereof of gross contract business physically performed within the City of Columbia.....\$0.90

14.9.1.3 On each additional \$1,000 or fraction thereof of gross contract business physically performed outside the City of Columbia on which a license fee has not been paid to a city or town.....\$0.12

14.9.2 Every Contractor who does not maintain an office or place of business in the City of Columbia, but who, for a fixed price, commission, fee or wage, or other consideration undertakes to construct or supervise the construction, alteration, or repair of any building or to provide any type of contractual services whatsoever, shall pay a license fee as follows on his gross business performed within the corporate limits of the City of Columbia:

14.9.2.1 On gross contract business not exceeding \$25,000.....\$90.75

14.9.2.2 On each additional \$1,000 or fraction thereof gross contract business.....\$1.80

14.9.3 The total license fee for the full amount of the contract(s) shall be paid to the City before any part of the contract(s) is executed. The license that is issued will permit the Contractor to complete the job(s) for which the original license was issued even though the work is continued after the thirty-first day of December of any year.

14.10 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT -

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, for such failure or refusal the security deposited with his bid.

14.11 TIME OF COMPLETION AND LIQUIDATED DAMAGES -

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree to pay as liquidated damages the sum indicated in the Contract Documents for each consecutive day thereafter that the work remains incomplete, as hereinafter provided in General Specifications. Signing of the proposal form signifies such agreement.

14.12 CONDITIONS OF WORK

14.12.1 Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or utility company. All information given on the drawings or in the contract documents relating to subsurface conditions, existing pipes, and other structures is from the best sources at present available to the Owners. All such information is furnished only for the information and convenience of the Contractor. It is agreed and understood that the Owners do not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the drawings or in the contract documents.

14.12.2 The Owner will not furnish any labor, material or supplies unless specifically provided for in the contract.

14.13 SUBSURFACE EXPLORATION - All information available to the Owner, if any, on subsurface conditions will be made available for examination by prospective Bidders. However, it is understood and agreed that the Owner shall in no way be held responsible for interpretation of this information, its accuracy or its thoroughness. Prospective Bidders shall make any subsurface explorations they believe necessary to verify and supplement information received from the Owner.

14.14 SPECIFICATIONS AND SCHEDULES

14.14.1 The specifications, special provisions, schedules and drawings which form the basis of any bid will be considered as part thereof and will form a part of the contract. Copies of these papers, together with a copy of Standard Contract Form, including authorized additions or deletions, if any, will be furnished to or made available for the inspection of Bidders by the office indicated in the published "Advertisement for Bids."

14.14.2 It is the intent of the plans and specifications that one shall supplement the other, but not necessarily duplicate one another. Any work called for in one and omitted in the other shall be executed as if called for in both in order that the work under the contract be fully completed according to the complete design as determined and decided by the Engineer.

14.14.3 In case of discrepancies in the plans, calculated dimensions shall govern. The plans shall govern where omissions occur in the Specifications as to items of equipment, materials or quantities. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, operation, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to the opening date.

14.15 TIME OF PERFORMANCE - When not otherwise specified, the Bidder must state the least number of calendar days (Counting Sundays and Holidays) after date of receipt of "Notice to Proceed" in which he will commence performance, and the number of calendar days after the date of receipt of "Notice to Proceed" in which he will complete the work. In stating time, the Bidder should make due allowances for difficulties which may be encountered. The Bidder shall not be excused because of difficulties, whether of weather or other factors, whether anticipated or not, unless by formal written suspension of the work by the City Engineer.

14.16 SAMPLES - When samples are required, they must be submitted by the Bidder so as to reach the office designated prior to the hour set for opening the bids. Samples shall be furnished free of expense to the Owner, properly marked for identification, and accompanied by a list when there is more than one sample. The Owner reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not so mutilated or destroyed when no longer required to be retained in connection with the award or delivery of supplies, may be returned at the Bidder's expense, if such return is requested in the bid.

14.17 WITHHOLDING FOR NONRESIDENTS

14.17.1 The attention of Contractors is called to Part 2, Act No. 855, ACTS OF THE GENERAL ASSEMBLY OF SOUTH CAROLINA for 1958, entitled "WITHHOLDING FOR NON-RESIDENTS" which provides in part that "Any municipality hiring or contracting or having a contract with any nonresident taxpayer conducting a business of temporary nature carried on within this State, where such contract exceeds ten thousand (\$10,000.00) dollars or could reasonably be expected to exceed ten thousand (\$10,000.00) dollars, shall withhold two (2) percent of each and every payment made to such non-residents.

14.17.2 The conditions set forth in subsection A (2) may be waived by the South Carolina Tax Commission, provided the payee shall assure the Tax Commission by bond, secured by an insurance company licensed by the South Carolina Insurance Commission, or deposit of securities subject to approval by the State Treasurer, or cash which shall bear interest, that the Payee will comply with all applicable provisions of the Income Tax Act of 1926, as amended, and with the withholding requirements insofar as his obligations as a withholding agent is concerned." Proof of such coverage shall be filed with the Engineer before work is started.

14.17.3 If the Contractor fails to comply with the requirements of the South Carolina Tax Commission, two percent (2%) of each and every payment made to the Contractor shall be retained by the City to satisfy such requirements.

14.18 SECURITY FOR FAITHFUL PERFORMANCE

14.18.1 Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100%) percent of the amount of the contract price as security for the faithful performance

of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in General Specifications included herein. The surety bond, must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond. Said surety shall be subject to approval by the Owner's attorney.

14.18.2 The Owner reserves the right to accept or reject the qualifications of any bonding company submitted by the Contractor.

14.19 INSURANCE

14.19.1 The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this Contract, to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this Contract.

14.19.1.1 The insurance requirements set forth in this Contract are established to provide assurance that as a minimum the Contractor shall perform the indemnification required by paragraph 31.0 et.seq.

14.19.1.2 All insurance required shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of insurance provided by the Contractor and shall not contribute to it.

14.19.1.3 Insurance shall be obtained for not less than the limits of liability as specified in these instructions.

14.19.1.4 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be the same as provided in these instructions for the Contractor.

14.19.1.5 Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits unless minimum thirty (30) days prior written notice is given with the exception of (10) days prior written notice for nonpayment of premiums only, by certified mail, return receipt requested, has been given to the City.

14.19.2 Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract, Worker's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's

employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. The Contractor shall not permit any person who is not protected by Worker's Compensation Insurance or a properly approved self-insured Worker's Compensation Program to perform any activity related to this contract.

- 14.19.3 Liability Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The City of Columbia shall be specifically covered as an insured in all liability policies obtained in compliance with the provisions of this paragraph. The amount of such insurance shall be as follows:
- 14.19.3.1 Commercial General Liability Insurance: Coverage at least as broad as Insurance Service Office Form CG 00 01 11 85 in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage.
- 14.19.3.2 Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- 14.19.4 Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the Owner as an additional insured in an amount not less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)
- 14.19.5 Builder's Risk Insurance: For the full contract price with the Owner as an insured and the Contractor as an additional insured.
- 14.19.6 Flood Insurance: The Contractor is required to carry, during the construction period, flood insurance for projects located in designated flood hazard areas in which the Federal Flood Insurance is available.
- 14.19.7 Proof of Coverage of Insurance: The Contractor shall furnish the Owner with a certificate showing satisfactory proof of carriage of the insurance required and such insurance shall be approved by the Owner prior to commencing work on his contract nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- 14.19.8 Scope of Insurance - The insurance required under Items 14.19.2, 14.19.3.1, 14.19.3.2, and 14.19.4 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him

14.19.9 Special Hazards - The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: Use of explosives, excavation, shoring and electrical hazards.

14.20 ACCIDENT PREVENTION - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

14.21 POWER OF ATTORNEY - Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14.22 NOTICE OF SPECIAL CONDITIONS

14.22.1 Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

14.22.1.1 Inspection and testing of materials.

14.22.1.2 Insurance requirements.

14.22.1.3 Wage rates.

14.22.1.4 Stated allowance.

14.22.1.5 Nondiscrimination in employment.

14.23 LAWS AND REGULATIONS - All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written in full.

14.24 METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER

14.24.1 The contract will be awarded, if it is awarded, to the lowest responsible Bidder. Owner will decide which is the lowest responsible Bidder, and in determining such Bidder, the following elements will be considered for each Bidder.

14.24.1.1 Maintains a permanent place of business.

14.24.1.2 Has adequate plant, equipment and personnel to perform the work properly and expeditiously.

14.24.1.3 Has suitable financial status to meet obligation incident to the work.

14.24.1.4 Has appropriate technical experience.

14.24.2 The Owner reserves the right to waive any formalities or to reject any or all bids and to make such awards, as in the opinion of the City, appears to be to the best interest of the City.

14.25 SIGNATURE TO BIDS - Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the names of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature.

A bid by a person who affixed to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to be the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

14.26 BIDS FOR ALL OR PART - Where bids are not qualified by specific limitation, the Owner reserves the right to award all or any of the schedules according to its best interest. Unless otherwise required in the specifications, bids for supplies shall be submitted in accordance with the numbered item or items given in the schedule. Alternative bids will not be considered unless called for on proposal forms or in the SPECIAL PROVISIONS

14.27 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

14.27.1 Immediately after execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the City, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

14.27.1.1 The Contractor shall also furnish: (a) a detailed estimate, giving a complete breakdown of the contract price; and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

14.27.2 Equipment delivery schedule - The Contractor shall also prepare a schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and the necessity for extensive storage facilities at the job site.

14.28 PAYMENT

14.28.1 On or before the fifteenth (15) day of each month, the City will pay to the Contractor ninety (90) percent of the value of the work performed, less aggregate of previous payments, as estimated by the City Engineer, provided the Contractor submits his estimate on or before the third day of the month. Estimates submitted later will require additional time for processing for payment.

14.28.1.1 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

14.28.1.2 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all the terms of the contract.

14.28.2 Upon final completion and acceptance by the City of all work covered under this contract, the City will pay to the Contractor the amount remaining to be paid him under the contract. The final pay request must include a materials list.

14.29 SPECIAL NOTICE TO BIDDERS ON CONTRACTS OVER \$1,000,000.00

14.29.1 On EPA funded projects, the Environmental Protection Agency requires a pre-award conference if a proposed construction contract exceeds one million dollars to determine if the prospective Contractor is in compliance with the Equal Employment Opportunity requirements of Executive Order 11246 of September 24, 1965.

14.29.2 In such instances, the Environmental Protection Agency may schedule a meeting at which the prospective Contractor must specify what affirmative action he has taken or proposes to take to assure equal employment opportunity which must be approved by the Environmental Protection Agency before award of the contract will be authorized.

14.30 INDEMNIFICATION

14.30.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

14.30.2 In any and all claims against the Owner or Engineer or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone

directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

14.30.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

14.30.4 The Contractor agrees to fully indemnify, defend, hold harmless and reimburse the Owner, the Engineer and their respective agents, employees and successors from and against any and all losses, liabilities, judgments, expenses, costs and all claims for damages of any nature whatsoever:

- relating to or arising out of any action or failure to act; or,
- resulting from a taking of property, real or personal, or by inverse condemnation; or
- relating to or arising out of the performance or failure to perform any of the obligations required by the contract; or,
- resulting from failure to comply with or violation of any local, state or federal regulation

by the Contractor, its subcontractors, officers, agents and employees or anyone for whose acts any of them may be liable. Losses, liabilities, expenses and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, judgments, loss of use and/or services, bodily injury, injury to or the taking of real or personal property, defense costs and attorney's fees.

14.31 SUBCONTRACTING OUTREACH PROGRAM (Non-applicable to this solicitation)

14.31.1 The attention of Bidders is directed to the Subcontracting Outreach Program. All Bidders are required to comply with the terms and conditions of this policy stated in this section if specified.

14.31.2 The Subcontracting Outreach Program documentation and forms contained in the bid documents are required to be submitted with the Bidder's proposal on the day the bids are opened. Failure to submit the required documentation within the appropriate time frame will cause a bid to be rejected as non-responsive.

14.31.3 The Contractor shall identify all subcontractors and vendors, including disadvantaged businesses, to be used on this project on the sheet provided as part of the bid proposal. The Contractor shall require all subcontractors and vendors to keep their bids confidential. The Contractor shall, in performance of the Contract, only use those subcontractors and vendors upon which the Contractor's bid was based. Subcontractor and vendor substitutions shall only be made upon the Owner's approval. The Contractor shall enter into contracts with those

subcontractors and vendors, in the same dollar amount upon which the Contractor's bid was based, prior to award of the Contract. Such contracts shall be contingent upon award of the Contract by the Owner and the Owner's Notice to Proceed to the Contractor. Each pay request shall identify the dollar amount that will be paid to each subcontractor and vendor for work performed and materials/products furnished under the Contract. The Contractor shall provide the name of each subcontractor and vendor and a description of the work performed and materials/products furnished by each subcontractor and vendor and the dollar amount to be paid to each subcontractor and vendor.

14.32 MENTOR-PROTÉGÉ PROGRAM (Non-applicable to this solicitation)

14.32.1 The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority/women/small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects.

14.32.2 If the City of Columbia determines that participation in the City's Mentor-Protégé program is required for this project, in order to be deemed responsive, a bid must be submitted by a participant in the Mentor-Protégé Program who is in compliance with the guidelines of the Program. A Mentor-Protégé Implementation Plan must be submitted along with each bid. The successful Bidder must substantially comply with the terms of the Implementation Plan for the duration of the project. For more information about the Mentor-Protégé Program contact City of Columbia Office of Business Opportunities.

14.33 LOCAL BUSINESS ENTERPRISE

14.34.1 The Local Business Enterprise (LBE) preference program shall apply to any City contract procured by competitive sealed bidding or by requests for proposals which is not procured pursuant to State or federal guidelines that prohibit or restrict local preferences of this kind. All Bidders should thoroughly familiarize themselves with the City of Columbia Local Business Enterprise preference program and ensure that their bid(s) are in full compliance with any and all applicable provisions included therein.

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto The City of Columbia, South Carolina, as owner, in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns.

Signed this _____ day of _____, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF COLUMBIA certain bid, attached hereto and hereby made a part to enter into a contract in writing, for the **BID020-20-21-LAG - Lower Saluda River Relief Sewer and Pipe Rehabilitation (SS7428) (CDBE)**.

NOW, THEREFORE:

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Attest

Principal

Attest

Surety

SEAL

By: _____

Countersigned

By: _____

Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that

_____, who signed the said bond on

behalf of the principal was then the _____ of the said corporation and duly authorized to sign on the said corporation's behalf; that I know the signatory's signature and the signatory's signature on the within bond is genuine; and, that the said bond was duly signed, sealed and attested to, for and on behalf of the said corporation.

_____ (Corporate Seal)

By: _____

Its: Secretary

(Power-of-attorney for person signing for surety company must be attached to bond.)

Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS that we

(1) _____, a (2) _____

hereinafter called Principal, and (3) _____,

State of _____, hereinafter called Surety, are held and firmly bound unto the (4) The City of Columbia, South Carolina, hereinafter called Owner, in the penal

sum of _____.

Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof for supplying certain

BID020-20-21-LAG - Lower Saluda River Relief Sewer Pipe and Rehabilitation (SS7428) (CDBE).

Now, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good default, and shall promptly make payment to all person, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, thence this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of contract or to the work or to the specifications.

PROVIDED FURTHER that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in **four (4)** counterparts each one of which shall be deemed an original this _____ day of _____, 2021.

ATTEST:

Principal Secretary

(SEAL)

Witness

Witness

ATTEST:

Surety Secretary

(SEAL)

Witness

Witness

Principal

By _____

Address

Surety

By _____

Address

South Carolina Registered Agent

1. Name of Contractor
2. Corporation, Partnership, Individual
3. Name of Surety
4. Name of Owner
5. If partnership, all partners should execute Bond

(Attach Power of Attorney where applicable)

EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, sexual orientation, or national origin. As used herein, the words “shall not discriminate” shall mean and include, without limitation, recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training including apprenticeship; promoted; upgraded; demoted; downgraded; transferred, laid-off; and terminated.
 2. The Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, or national origin.
 3. The Contractor shall send to each labor union or representative of the workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker’s representative of the Contractor’s commitments under the Equal Employment Opportunity Program of the Owner and under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor and his subcontractors shall file compliance reports at reasonable times and intervals with the Owner in the form and to the extent prescribed by the Owner. Compliance reports filed at such times as directed shall contain information as to the employment practices, polices, programs and statistics of the Contractor and their subcontractors.
- B. The Owner is committed to ensuring full and equitable participation by subcontracting businesses in provision of goods and services on a contractual basis. Bidders shall be fully informed of the Subcontracting Outreach Program as set forth in the contract documents, if applicable. The program requires Bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and to meet or exceed the mandatory level of subcontracting participation. The Owner supports a healthy, free market system that seeks to include responsible businesses and provide maximum opportunities for business growth and development.
- C. The Contractor shall identify all subcontractors and vendors, including Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Other Business Enterprises, to be used on this project on the sheet provided as part of the bid proposal. The Contractor shall require all subcontractors and vendors to keep their bids confidential. The Contractor shall, in performance of the Contract, only use those subcontractors and vendors upon which the Contractor’s bid was based. Subcontractor and vendor substitutions shall only be made upon the Owner’s approval. The Contractor shall enter into contracts with those subcontractors and vendors, in the same dollar amount upon which the Contractor’s bid was based, prior to award of the Contract. Such contracts shall be contingent upon award of the Contract by the Owner and the Owner’s Notice to Proceed to the Contractor.

Further, such contracts shall constitute a Condition Precedent to the Owner's obligation to pay for any work performed under the Contract for Construction. Each pay request shall identify the dollar amount that will be paid to each subcontractor and vendor for work performed and materials/products furnished under the Contract. The Contractor shall provide the name of each subcontractor and vendor and a description of the work performed and materials/products furnished by each subcontractor and vendor and the dollar amount to be paid to each subcontractor and vendor.

Space Intentionally Left Blank

Prime Business Information Statement

NOTE: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response. All fields are required to be completed.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address (if applicable): _____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (SSN, if Sole Proprietor): _____ DUNS Number: _____

Select One: Corporation Sole Proprietor Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No ___

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes___ or No___

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

*Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsive.

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: _____

Phone Number: _____

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

Form Completed by: _____

Authorized Signature

Date

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

- | | | |
|------------------------------------|---------------------------------------|--------------------------------------|
| AF – Asian American Female | AM – Asian American Male | BF – African American Female |
| BM – African American Male | FB – Non-Minority Female Owned | HF – Hispanic American Female |
| HM – Hispanic American Male | NF – Native American Female | NM – Native American Male |

COMBINED TOTAL SUB AMOUNT: \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

I certify this information is true, correct, complete and active.

Business Name: _____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors - continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____



**City of Columbia
Qualification Statement - Local Business Enterprise (LBE) (Sample Only)**

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owner's driver's license.**

Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

***Please provide a copy of your company's w-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: Jane Doe Construction, LLC.

Address: 1000 Joe Drive **Type of Products or Services:** Construction

Please self-identify ownership as one: Minority Women-owned Other (tracking purposes only)

Current Business License Number: 0122343 **County?** Richland

Phone Number: (777)555-9999 **Email:** janedoe@construction.com **COC Vendor #** 642

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: Jane Doe (Print) Jane Doe (Signature)

NOTARY - Sworn to before me this 25 **day of** June **2010**

Notary Public for the State of South Carolina **My Commission Expires:** 2/12/2021

Notary Name: Shelly Dairy (Print) Shelly Dairy (Signature)

Please submit this **ORIGINAL** document to:
Office of Business Opportunities
Attn: Juliet Nelly – Compliance Office
1402 Main St. 4th Floor Suite 456
Columbia SC 29201

Tel: (803) 545-4185
Email: <mailto:juliet.nelly@columbiasc.gov>

Qualified **Not Qualified** Zack Compliance 6/25/2019
(Compliance Authorized Signature) (Date)

AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office:

City of Columbia Office of Business Opportunities
1401 Main Street, 4th Floor
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

The City's success in tracking the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime Contractor or subcontractor) is dependent upon the business community partnering with us in this important endeavor.

Each firm submitting a bid, offer or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Small Business Form included in your bid packet and sign to certify if your business is a SMWBE and the anticipated percentage of work that you intend to subcontract to assist the City with its DBE goals.

The Contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

**AFFIRMATIVE ACTION UTILIZATION GOALS
INCLUDING LABOR SURPLUS UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE MBE WBE Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. **If your business is located in a labor surplus area, please check here:**

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Form, the Respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Signature

Date

(Print Name)

Business Name

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

BID020-20-21-LAG

Invitation for Bid

Lower Saluda River Relief Sewer Pipe Rehabilitation (SS7428) (CDBE)

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantage exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Offeror/Contractor), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement/Contract to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement/Contract to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's

company or Offeror's subcontractor(s), nor does Offeror or Offeror's subcontractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement/Contract.

4. I warrant that I and my subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement/Contract and that I and my subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement/Contract.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subcontractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a Consultant's/Contractor's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

“No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the Contractor and/or consulting firm from further consideration. Latisha A. Grice is the Procurement/Contracting Officer for this solicitation.”

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

- No known actual or potential Conflicts of Interest are subject to disclosure.**
- All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subcontractor(s), if any, in performing the services under the Agreement/Contract or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or subcontractor(s) have in responding to this Solicitation or providing services under an Agreement/Contract related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement/Contract for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my subcontractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement/Contract and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or subcontractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements/Contracts, including without limitation, change orders, or task orders regarding a public Agreement/Contract, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
9. **Has anyone in your company been privy to any information regarding the solicitation prior to release? If so, please explain.**

10. Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)
My commission expires _____

TERMS & CONDITIONS

- A. Time for Receiving Bids - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. Withdrawal of Bids - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. Bidders Present - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. Alternate Bids - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. Ambiguous Bids - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. Bid Opening Delay- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. Sales Tax and/or Use Tax DECEMBER 2019 - Bidders shall include in bid amount(s) any payment(s) of State Sales Tax and/or Use Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this contract.
- H. Assignments - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. Manufacturers Brochures and Specifications Data - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.
- J. Default - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charges have been satisfied.

- K. Venue - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. Exceptions - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.
- M. Insurance - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the contractor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The contractor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, cancelled, by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.
 - 5) Worker Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker Compensation Insurance. The contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.
 - 6) Liability Insurance - The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows:

- a.) Commercial General Liability Insurance: Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b.) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- c.) Excess Liability Insurance: An excess liability policy naming the Contractor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the contractor allow any subcontractor to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. Bonding, Licenses, Permits, and Taxes - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

- O. Familiarity with Conditions and Site - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.
- P. Subcontractors – Contractors planning to subcontract a portion of this contract will need to identify and submit a list with their bid of their proposed subcontractors (all subcontractors must be in good standing with SCDOT). The City has the right to check the subcontractors’ background and make a determination on either approving or rejecting the use of a proposed subcontractor. Any negative response may result in the

disqualification of the subcontractor. **Please complete the Business Information Record form found in the solicitation and submit with your bid.**

- Q. Performance Bond - Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina. Said surety shall be subject to approval by the Owner's attorney.
- R. Bid Bond - Each bid must be accompanied by a certified check or by a bid bond for an amount equal to at least five (5) percent of the amount of the bid, to guarantee that the successful bidder will, within ten (10) days from the date of the notice of award of contract, enter into a contract with the owner, and execute to said Owner a performance and payment bond, the said contract and bond to be in the form set forth in the contract, bond the specifications referred to in the Advertisement for Bids. If for any reason whatsoever, the Bidder withdraws from the competition after the opening of the bids, or refuses to execute the required contract and performance and payment bond, if his bid is accepted, the owner may retain the amount of the certified check, or proceed on the bid bond. Such checks or bid bonds will be returned to all except the three lowest bidders within one week after the opening of bids, and the remaining checks or bids bonds will be returned promptly after the Owner and the successful bidder have executed the contract.
- S. Indemnification - The Contractor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- T. All responses to the Invitation for Bid should be made on forms provided with bid package.
- U. Protest Procedures
1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
 2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror,

respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.

3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
 4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
 6. Request for review. The request for a review shall not stay the contract unless fraudulent.
- V. Termination - The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
- W. Force Majeure - Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but 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 embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.
- X. Non-Discrimination in Contracting Policy (January 2020)- In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state and local laws (“protected characteristics”). The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is

not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Contractor shall incorporate these non-discrimination requirements in all subcontracts for service work.

Y. Ethics- The Contractor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, “A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official’s, public member’s, or public employee’s official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official’s, public member’s, or public employee’s official responsibilities. “Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

CITY OF COLUMBIA HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2020

Holiday – 2020	*Official & Designated Day – Date 2020
Day in conjunction with Christmas	Thursday – December 24, 2020
Christmas Day	Friday – December 25, 2020

The following is the Holiday schedule for calendar year 2021

Holiday – 2021	*Official & Designated Day – Date 2021
New Year’s Day	Friday – January 1, 2021
Martin Luther King, Jr. Day	Monday – January 18, 2021
Friday before Easter	Friday – April 2, 2021
Memorial Day	Monday – May 31, 2021
Juneteenth	Friday – June 18, 2021
Independence Day	Monday – July 5, 2021
Labor Day	Monday – September 6, 2021
Thanksgiving Day	Thursday – November 25, 2021
Day After Thanksgiving Day	Friday – November 26, 2021
Day in conjunction with Christmas	Friday – December 24, 2021
Monday After Christmas	Monday – December 27, 2021

SAMPLE CONTRACT

[To be completed by the Awarded Contractor only]
Any exceptions, questions and/or clarifications to these terms must be submitted to the City for review prior to the deadline for Questions on January 6, 2021 at 12:00 PM. The City, in its sole discretion, reserves the right to disallow any and all exceptions and request an immediate withdrawal of exceptions for your bid to be deemed “responsive”.

City of Columbia, South Carolina

SS7428 (CDBE)

Lower Saluda River Relief Sewer Pipe and Rehabilitation

BID020-20-21-LAG

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and _____ with legal address and principal place of business at _____, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **Brown & Caldwell.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **four hundred fifty-five (455)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **sixty (60)** consecutive calendar days to final completion for a total construction time of **five hundred fifteen (515)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as _____ Dollars and _____ Cents (_____).

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewer", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Location Map.

9.2.8 Project Manual.

9.2.9 Drawings, numbered 1 through 55, inclusive and dated **September 2020**.

9.2.10 Addenda numbers _____ to _____, inclusive.

9.2.11 Any modification, including Change Orders, duly delivered after execution of Contract.

9.2.13 The Columbia Disadvantaged Business Enterprise (CDBE) Program Policy.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total

contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

Owner
City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

Date: _____

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

The following page entitled the **Prompt Payment Affidavit** must be completed, notarized and returned by the awarded contractor with each pay request.

Prompt Payment to Subcontractors and Material Suppliers:

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no less than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all Retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the Assistant City Engineer of Construction or his/her designee.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms or other methods to resolve all payment disputes.
5. The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every Agreement with the City.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

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PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ___Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ___Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City’s Construction Management Division may cause the Payment Request to be rejected by City.)

3. ___All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ___There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Public

LIST OF ATTACHMENTS

Attachment I	Drawings
Attachment II	Location Map
Attachment III	Technical Specifications
Attachment IV	Part 15 General Specifications
Attachment V	Part 17 Specifications for Sanitary Sewer
Attachment VI	Part 20 Specifications for Sodding, Fertilizing, and Seeding
Attachment VII	Columbia Disadvantaged Business Enterprise (CDBE) Program Policy
Attachment VIII	The Local Business Enterprise (LBE) Policy