

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT
Date: June 8, 2016	Bids will be opened at 11:00 A.M. on 6/23/16 and may not be withdrawn within 60 days after such date and time.	Bid No: 050-15-16
Bid Title: Wet Well Cleaning		Reason For No Bid:
Vendor Name:		
Vendor Mailing Address:		
City-State-Zip:		
Telephone No:		
Fax No:		
<p>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.</p>		
		<hr/> AUTHORIZED SIGNATURE (MANUAL)
		<hr/> AUTHORIZED SIGNATURE/TITLE (TYPED)
		<hr/> E-MAIL ADDRESS
General Conditions		
<p>Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.</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 bid online 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 his bid is submitted. Bids which for any reason are not so submitted may 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 bid online. 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 mistake in extension, 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 contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. 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 manufactures 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 Division of Purchasing 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 Notice issued and signed by the City 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 branches.
8. **AWARDS:** As the best interest of the City may require, the right is reserved to 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.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, 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 Purchasing Division 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 commodities shall 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 Purchasing Division, 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 contractor. Any violation of these stipulations may also result in:
- A. Suppliers name being removed from the Purchasing Division's vendor mailing list.
 - B. All City divisions being advised not to do business with the supplier without written approval from the Purchasing Division until such time as the supplier reimburses the City for all 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 ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him 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 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 letters, 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 anyway 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 or 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. **RENEWAL:** The Purchasing Division reserves the option to renew the period of this contract, or any portion thereof, for an additional contract period. Renewal of the contract period shall be by mutual agreement in writing.
17. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
18. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
19. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.
20. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.
21. Upon award to the vendor 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 vendor.

22. 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.

24. 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 article, 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 section 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 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.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2027). 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-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 bid online. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland, and Saluda.

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

25. DRUG FREE WORK PLACE CERTIFICATION (COC DEC 2013): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**PURCHASING DIVISION
1136 WASHINGTON STREET 4TH Floor
COLUMBIA, S.C. 29201**

I N V I T A T I O N F O R B I D S

Sealed bids for **Wet Well Cleaning** is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 11:00 (A.M.) June 23, 2016 then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to various locations as stated on page 11 of this solicitation.

Bid No. 050-15-16

By: *Charlene Pelzer Maffett* Buyer
Charlene Pelzer Maffett

QUANTITIES/COMMODITIES, OR SERVICES	UNIT PRICE DOLLAR CENTS*
Cleanings and Confined Space Entry Work (Total amount from line item #1 - #7 on page 12)	\$ _____
Optional Cost: Contingency Dewatering Box Renal (Total amount from line item #8 on page 12)	\$ _____
Additional Services not otherwise classified (Total amount from line item #9 on page 12)	\$ _____
Total Combined Extended Cost for Maintenance (Total amount from line item #1 - #9 on page 12)	\$ _____

Per described specifications, terms and conditions and special instructions.

*Price is to be entered onto Bid Online. **DO NOT** include the sales tax in the price.

Award will be made the lowest responsive and responsible bidder.

All bidders are strongly encouraged to visit the Wet Wells locations.

Note:

- 1. In addition to submitting bid response using Bid Online, vendor will also attach to Bid Online, mail, and/or hand deliver pages 1, 4, and 12-18 of bid package before bid opening. If delivered package must clearly be marked BID050-15-16 Wet Well Cleaning.**
- 2. All questions must be submitted to Bid Online by June 14, 2016 at 12:00 P.M.**
- 3. All bids (pricing) must be submitted online.**

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

I. TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS

FAILURE TO COMPLY WITH ANY OF THE FOLLOWING WILL RESULT IN REJECTION OF BID.

1. The Contract shall be for the three 3 years period beginning July 2016, or as soon as approved by City Council through June 30, 2019, hereinafter stated as the initial term. The City of Columbia reserves the option to renew this contract for a period of two additional one (1) year periods. Any renewal of this agreement must be in writing and signed by the parties at least 60 days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond June 30, 2021.
2. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
3. All prices shall be firm for the contract period. Any renewal pricing will be capped using the most recent report by the Consumer Price Index for All Urban Consumers (CPI-U) on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.
4. The Contractor must submit 10 municipal references for wet well cleaning work, which the City of Columbia can verify. Complete pages 14 thru 16.
5. Please return only fully completed pages 1, 4, 12 thru 18.
6. Bidders must submit pricing on **The total Combined Extended Cost for Maintenance only** on Bid Online.
7. Bid pricing will be all inclusive. No other costs or charges will be accepted.

II. WET WELL CLEANING ANNUAL MAINTENANCE

A. PROJECT SCOPE

- 1) The Contractor must perform all tasks required for cleaning the Metro Wastewater Treatment Plant wet wells for Train #1 Dissolved Air Flotation (DAF) and Train #2 Dissolved Air Flotation (DAF), and sanitary sewer lift station wet wells which includes:
 - #065-Mill Creek – 5200 Bluff Road, Columbia, SC 29209
 - #335-Broad River – 1875 Bentley Drive, Columbia, SC 29210
 - #295-North Columbia – 3245 Lucius Road, Columbia, SC 29201
 - #050-Green Lakes Sewer – 230 Jadetree Road, Hopkins, SC 29061
- 2) Each Dissolved Air Flotation (DAF) and lift station shall be cleaned twice (two times) per year, but not limited to, removal and disposal of all materials, debris, grit and grease from the wet wells, connected piping, hardware, floats, monitors, components, etc.
- 3) Transportation and hauling is required using dewatering boxes to properly dispose of all material, debris, grit and grease to complete the work. The City of Columbia will provide the dewatering boxes. The contractor shall provide a contingency plan for dewatering box rental if it is determined and agreed upon the City that the City's dewatering boxes are not sufficient to complete the cleanings. Disposal of solid waste from the dewatering boxes to include, but not be limited to, transportation, hauling, and disposal fees; by-pass pumping (if required); traffic control (if required); 75 (seventy five) hours of miscellaneous confined space entry (this may include repairing guide rails, replacing pump bases, repairing discharge piping, etc.) Final wash down of the wet wells, piping, hardware, floats, monitors, components, etc.
- 4) Contractor must provide digital copies of the inspection and documentation of the pre and post-cleaning conditions of the wet wells in the form of professionally prepared reports for the City of Columbia lift stations and each dissolved air flotation (DAF) identified in this contract.
- 5) All inspections performed by Contractor must be completed in accordance with the latest NASSCO (National Association of Sewer Service Companies) manhole inspection standards and using MACP (Manhole Assessment and Certification Program) inspection coding and defect classification. Inspections shall be performed by individuals currently holding MACP certification with a minimum of five (5) years' experience in manhole and wet well inspections.
- 6) The type and condition of the material and debris in the identified wet wells is unknown. There are no claims as to the condition, hardness, size or type of materials to be removed. A City of Columbia representative shall inspect each

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wet well after cleaning and removal of all materials and debris. Any observed discrepancies shall be corrected to the satisfaction of the City.

- 7) The number, size, depth and type of wet wells and all associated components will vary per lift stations.
- 8) The Contractor is responsible for providing all by-pass pumping (if necessary) required during the operation. The flows into the lift stations may vary depending on day, time, weather and other changing conditions. The cost of this work shall be included in other bid items.

B. QUALIFICATIONS FOR WET WELL CLEANING

- 1) The Contractor must demonstrate a minimum level of five (5) years direct experience in wet well cleaning. The Contractor must have performed at least ten (10) other jobs similar in size and scope to the work specified herein, including projects performed for the City of Columbia.
- 2) Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. Each bidder is required to submit with his bid the Contractor's Qualification Page and Bidders Reference Page (pages 13 and 14).
- 3) All work shall be performed by MACP certified technicians with a minimum five (5) years' experience in performing the type of work specified. Additional proof of wet well cleaning experience may be requested by the City. A copy of the technician's MACP certification must be submitted with the bid.
- 4) The Contractor must obtain all other licenses as required for the completion of the contract.

C. ASSISTANCE PROVIDED BY THE CITY

- 1) A representative of the City will provide maps and drawings showing the locations of the wet wells to be cleaned.
- 2) A representative of the City will be available to answer questions and review situations requiring approval by the City or not covered by these specifications on a case by case basis.

D. PROCEDURE FOR SUBMITTING PAY REQUESTS

- 1) The quantities presented in this solicitation represent estimates based on the best available information. The City reserves the right to increase or decrease the quantities of work to be performed, as necessary. Payment for such alterations will

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be made on per wet well cleaned pricing derived from the Contractor's bid.

- 2) Payment shall be based on the completed cleaning operation of each wet well.
- 3) Once the contract has been awarded and a purchase order is issued, a signed copy will be provided to the Contractor for record. The Contractor must reference the project name, description, City's project number and purchase order number on all pay requests.

E. GUARANTEE

Acceptance of this portion of work is dependent upon approval by City personnel. Any wet wells found to not be thoroughly cleaned shall be re-cleaned by the contractor at no additional expense to the City of Columbia.

F. SAFETY REGULATIONS

- 1) The Contractor must ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT) and traffic safety regulations.
- 2) The Contractor must conform to OSHA's requirements and regulations while operating in a confined space that requires a permit.

G. CLEANING

- 1) The Contractor must provide all labor, materials, equipment, and incidentals necessary to perform the cleaning of wet wells as identified in these specification.
- 2) The Contractor must separate the solids and debris from the water on-site and only the water may be placed back into the City's sewer system. The operation shall not create onerous or objectionable odors; the City will determine if there is a problem and may direct the Contractor to take corrective action. The Contractor shall submit a dewatering plan for approval to the Metro WWTP with bid package.
- 3) The Contractor is responsible for disposing all solids, grease (including dissolved grease), sludge and materials at an approved solids handling facility in accordance with State, Federal, and local regulations. The Contractor is required to meet State and City regulations for sludge and liquid transportation to the disposal facility. The contractor shall be responsible for all fees and tipping charges for disposal.
- 4) The Contractor is responsible for cleaning up and material spills in accordance with State, Federal and local regulations. Stockpiling of the debris and materials on site is not permitted.

- 5) Coordination with City of Columbia wastewater staff will be required concerning the location of the dewatering boxes to ensure that the dewatering box locations do not interfere with regular pump station maintenance operations. Cleaning schedules will also be required. Schedules will be discussed in further detail after award of bid.
- 6) Any debris or material cleaned from the wet well shall not be allowed to enter the stations pump suction or be pumped downstream. Pumping of debris downstream of the pump station or to another part of the system is strictly prohibited. Under no circumstances shall sewage or solids removed in the cleaning process be dumped into streets, ditches, catch basins, storm drains, sewer manholes, wet wells, cleanouts or dumps. The contractor will be solely responsible for damages resulting from unauthorized sewer discharges and spills related to the project.
- 7) All interior surfaces of the wet well shall be thoroughly cleaned by means that will not damage pumps, instrumentation or wet well structure. Some cleaning may require mechanical hand cleaning.
- 8) Sanitary sewer dewatering of the Vacuum Truck or tank may be discharged into the sanitary sewer system at a manhole downstream of the pipe segments that have been cleaned. Storm water dewatering may be discharged to a downstream location, as approved by the Engineer.

H. UTILITIES USAGE

- 1) The Contractor must make his own arrangements for all utilities (e.g., water service connection, temporary electrical services, etc.) required for the work.
- 2) In order to use water from a fire hydrant, the Contractor shall apply for a temporary hydrant meter. The City of Columbia shall waive all fees for such application, for this project; however, the Contractor shall be responsible for all water usage fees.

I. TEMPORARY PUMPING, TRUCKING AND BYPASSING

- 1) The Contractor must supply the necessary pumps, conduits and other equipment necessary to pump out the wet wells and divert the flow of sewage in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of rain events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system.

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- 2) Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling and maintaining these pumps while in use. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
- 3) The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of the work.
- 4) If sewage backs up or spills occur and enters buildings or spills into the environment/surrounding area, the Contractor shall be responsible for cleanup, repair, property damage, cost, reports/documentation and claims.
- 5) There will be no direct payment for any cost associated with temporary sewage pumping, trucking, or bypassing, the cost of which shall be included in other bid items.

J. MISCELLANEOUS SUBMITTALS

Contractor must submit any miscellaneous submittals related directly to the work include project photographs, physical work records, statements of applicability, copies of industry standards, field measurement data, operating and maintenance materials, and devices and materials applicable to the work but not processed as shop drawings, product data, or samples.

K. RECORDING OF FIELD OBSERVATIONS

- 1) The Contractor must provide the City four (4) original reports signed and dated that include the following information at each sanitary sewer lift station:
- 2) Photographs of all wet wells and components showing the pre-existing conditions prior to cleaning.
- 3) Photographs of all wet wells and components showing the post cleaning conditions.
- 4) Photographs of the debris removed from each wet well.
- 5) A description of the quantity and type of debris removed from each wet well.
- 6) A description of the condition and type of material of all structural components of each wet well such as walls, floors, fixtures, roofs/ceilings, pipe, access panels and all components such as pumps, etc. within each cleaned wet well.
- 7) The means and methods used to clean the wet wells.

L. SITE ACCESSIBILITY

It is the responsibility of the contractor to review the project maps provided by the City of Columbia and visit the locations of all areas identified to be inspected. All traffic control measures, access accommodations and coordination, and removal and replacement of obstructions shall be considered and accounted for in the unit prices as outlined on the bid form. Special attention should be given to geographical terrain. Some areas may experience periodic flooding due to heavy rainfall. The Contractor should take this into account and be able to access the site through muddy and wet areas, within reason, the cost of which shall be included in the unit prices for cleaning and inspection.

M. SITE RESTORATION AND CLEAN UP

- 1) All areas disturbed by, during or as a result of maintenance activities shall be restored to their pre-existing or better condition. Areas should be restored as soon as possible.

- 2) Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The City of Columbia may, however, elect to make repairs or replacements for damaged property and deduct the cost of such from moneys due, or to become due and payable to the Contractor under any resulting contract based on the terms and conditions outlined herein.

WET WELL CLEANING LOCATIONS AND DEPTHS

Location	Depths/ft.
Train #1 DAF – 1200 Simmon Tree Lane, Columbia, SC 29201	20.0'
Train #2 DAF – 1200 Simmon Tree Lane, Columbia, SC 29201	20.0'
#065 Mill Creek – 5200 Bluff Road, Columbia, SC 29209	29.0'
#335 Broad River – 1875 Bentley Drive, Columbia, SC 29210	30.0'
#295 North Columbia – 3245 Lucius Road, Columbia, SC 29201	36.0'
#050 Green Lakes – 230 Jadetree Road, Hopkins, SC 29061	21.0'

III. COST SHEET

This sheet is to be submitted back with your response.

Line Item #	Description	Estimated Quantities	UOM	Unit Cost	Extended Cost
1	Train #1 DAF Cleaning	2 times – per year	Each		
2	Train #2 DAF Cleaning	2 times – per year	Each		
3	Mill Creek Pump Station Cleaning	2 times – per year	Each		
4	Broad River Pump Station Cleaning	2 times – per year	Each		
5	North Columbia Pump Station Cleaning	2 times – per year	Each		
6	Green Lakes Pump Station Cleaning	1 time – per year	Each		
7	Miscellaneous Confined Space Entry Work	75	Hours		
	Total (Add line item #1- #7) (This cost shall be placed on Bid Online page 4)				
8	Optional Cost: Contingency Dewatering Box Rental (per rental amount up to seven (7) containers annually) (This cost shall be placed on Bid Online page 4)	7	Each		
9	Additional Services not otherwise classified; please state below. If none, state N/A or None here: (This cost shall be placed on Bid Online page 4)				
Total Combined Extended Cost for Maintenance This amount should be submitted to Bid Online and page 4.					

#9

Additional Services:

IV. CONTRACTOR'S QUALIFICATION

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor's Name: _____

Contractor's Federal Department of Transportation Number: _____

Does the Contractor have Insurance as specified? _____

Contractor's Insurance carrier: _____

What is the AM Best rating for your Insurance carrier? _____

Contractor's Certified NASSCO MACP inspectors

(List 3 minimum)

Name	Certification Number	Years' Experience

V. BIDDERS REFERENCE

The Contractor must submit 10 municipal references for wet well cleaning work, which the City of Columbia can verify. Each reference shall be for work actually performed by the Contractor.

All references shall pertain to actual wet well cleaning work performed by the Contractor within the last 5 years (sub-contractor references are not acceptable). Reference work shall have been performed in the manner of application specified herein.

Does the Contractor have a minimum five (5) years direct experience in the type of work specified and completed at least ten (10) other jobs similar in size and scope, which the City of Columbia can verify?

Yes or **No** (circle one)

Complete each item for all 10 references.

1)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

2)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

3)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

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4)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

5)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

6)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

7)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

8)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

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9)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

10)

Owner Agency	
Address:	
City, State, Zip Code	
Contact & Phone	()
Linear Feet Televised	
Date of Cleaning	

Only Contractor's experienced in this type of work will be considered for award. Failure to provide sufficient verifiable references may result in rejection of this bid.

VI. NONCOLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this 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)
(DEPARTMENT OF UTILITIES & ENGINEERING)

Revised 10.15.14

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. Yes, my company:

- Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company owner must provide document verification of local residency. (Copy of driver's License, utility bill, most current individual or corporate state and/or federal tax return).
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).
Has a business license in one of the 7 counties making up the CSA jurisdiction.
Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).

7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.

- Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)

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: _____

Address: _____ Type of Products or Services: _____

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

Current Business License Number: _____ County? _____

Phone Number: _____ Email: _____ COC Vendor # _____

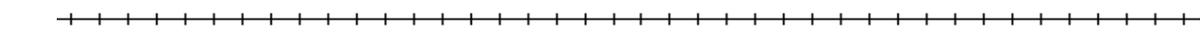
I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ day of _____ 20_____

Notary Public for the State of _____ My Commission Expires: _____

Notary Name: _____ (Print) _____ (Signature)



Please submit this ORIGINAL document to:
Department of Utilities and Engineering
Attn: LBE Administrator / Team
PO Box 147 / 1136 Washington Street, 5th Floor
Columbia, SC 29217

Tel: (803) 545-3049
Fax: (803) 545-4130
Email: agdriggersl@columbiasc.net

Qualified / Not Qualified: _____ Date: _____

(Compliance Authorized Signature)



The following is the Holiday schedule for calendar year 2016

Holiday- 2016	*Official & Designated Day-Date- 2016
New Year's Day	Friday—January 1, 2016
Martin Luther King, Jr. Day	Monday—January 18, 2016
Friday before Easter	Friday—March 25, 2016
Memorial Day	Monday—May 30, 2016
Independence Day	Monday—July 4, 2016
Labor Day	Monday—September 5, 2016
Thanksgiving Day	Thursday—November 24, 2016
Day after Thanksgiving Day	Friday—November 25, 2016
Day in conjunction with Christmas	Friday —December 23, 2016
Christmas Day	Monday —December 26, 2016

VII. Term and 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 - Do not include any taxes that the City may be required to pay in the price. All prices and notations should be printed in ink or typewritten. Upon submission of a bid, the Purchasing Division will compute 8% sales and use tax when applicable (service and labor excluded), in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 447-174-95.
- 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

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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 from 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.) Owner & Contractor's Protective Liability Policy - Issued in the City of Columbia an owner in an amount not less \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00.

b.) Commercial General Liability Insurance: Coverage in an amount not less the \$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.

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).

d.) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.

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. Professional Liability

1. The successful offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.
2. The City of Columbia shall be named as an additional insured on the policy.
3. The minimum E&O Policy limits to be provided by the successful offeror shall be \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
4. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

- O. 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.

- P. 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.

- Q. 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. 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. The use of

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subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

- R. 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 fifty (50) 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.
- S. 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.
- T. 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.
- U. All responses to Request for Bids should be made on forms provided with bid package.
- V. 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.

W. Termination - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The contractor shall not be entitled

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to any claim against the City for any additional compensation or damages in the event of such termination and payment.

- X. 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.
- Y. Non-Discrimination in Contracting Policy- In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or 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, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for program work.
- Z. 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.