



City of Easley  
Planning Department  
205 North First Street  
Easley, SC 29640

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**INVITATION FOR BIDS NO. 2018-0813  
TAX INCREMENT FINANCING  
DOWNTOWN LANDSCAPE REFRESH**

**Release Date: August 10, 2018  
Deadline for Submissions: September 7, 2018**

**City of Easley, South Carolina**  
**Invitation for Bids No. 2018-0813**

Sealed bids will be received in the Planning Department, City Hall, 205 North First Street, Easley, SC 29640 until 2:00pm, September 7, 2018 from qualified contractors and promptly thereafter all bids that have been duly received will be publicly opened and read aloud:

**TAX INCREMENT FINANCING – DOWNTOWN LANDSCAPE REFRESH**

SUBMITTAL: one (1) copy of all requested documentation must be received on or before 2:00 p.m. ET, September 7, 2018

ADDRESSED TO: City of Easley  
Planning Department  
Attn: Blake Sanders

MAILING ADDRESS: 205 North First Street, Easley SC 29640

OFFICE PHONE: 864-855-7900 Ext. 1008

E-MAIL: bsanders@cityofeasley.com

MARK ENVELOPE: **Invitation for Bids No. 2018-0813 Downtown Landscape Refresh**

**DEADLINE ENFORCED**

Bids received after the time and date set for receipt of bids WILL NOT be accepted and will be returned unopened to the bidder. It is the bidder's responsibility to ensure timely delivery of their bid. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to bidders and will not be exempted from deadline requirements. Telephone, e-mail or facsimile bids will not be accepted.

Any offer submitted as a result of this solicitation shall be binding on the offeror for **SIXTY (60) CALENDAR DAYS FOLLOWING THE BID OPENING DATE**. Any bid for which the offeror specifies a shorter acceptance period may be rejected.

**Bids that are not signed will not be accepted as complete and shall not be considered. Bid must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.**

Upon receiving the "NOTICE OF AWARD", the successful bidder has **TEN (10) CALENDAR DAYS** to submit all required insurance, permits, and licenses, and meet with the City in a Pre-construction meeting to discuss any problems or questions pertaining to the project. It is the contractor's responsibility to contact the City's Project Manager immediately to arrange for the pre-construction meeting during the **TEN (10) DAY PERIOD**.

If the bidder discovers any ambiguity, conflict, discrepancy, omission or other errors in the bid, bidder shall immediately notify the City of such error in writing and request modification or clarification of the document. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the bid or it shall be deemed waived.

The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

In the event that progress payments are necessary, the City will withhold ten percent (10%) retention from payment due the contractor until final acceptance of the project is issued by the City of Easley.

It shall be the contractor's responsibility to insure that all construction conforms to **OSHA** requirements and the oral or written instructions of the City pertaining to the protection of the City's property and the safety and protection of all persons in or about the site of the work and contractor shall be responsible for any damage or injury to any person or property resulting from the contractor's failure to maintain adequate safeguards against the occurrence of accidents, injuries, or damages at the site of work.

During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

**Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. **All information not so noted and identified shall be subject to disclosure by the City.**

BIDDERS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document.

This Invitation for Bids is being issued by the City of Easley Planning Department. Direct all questions or request for clarification of this IFB in writing to: Blake Sanders, Planning and Special Projects Manager, utilizing the aforementioned e-mail address shown on this invitation.

Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this bid. Failure to adhere to this policy may be grounds for rejection of your bid.

Any revisions to this Invitation for Bid will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Easley website.

All bidders should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 5:00 P.M., September 4, 2018.

Additional products will be considered if they meet the requirements set forth in the specification. If the contractor wishes to obtain pre-approval of a product, then they must provide third party testing data for the product that meets the requirements set forth in the specifications by the deadline for questions as specified above.

The City of Easley reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

**Current E-mail Address Required**

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

**Policy Concerning Minority and Woman Owned Business Enterprises**

**Intent**

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

**Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City.

**Preference in Scoring Proposals**

Proposals Submitted by MWBEs: In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

**Compliance with the South Carolina Illegal Immigration Reform Act**

Any contractor entering into a service contract with the City of Easley must certify to the City of Easley that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per

the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

**Protest of Solicitation or Award**

Solicitation – Section 2.4. A. of the City of Easley Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the

Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award – Section 2.4. B. of the City of Easley’s Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

The words “Bidder”, “Offeror”, “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

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## SPECIAL TERMS AND CONDITIONS

The City of Easley is requesting sealed bids from qualified contractors to perform landscape demolition and installation on North West Main Street, West Main Street, North East Main Street, East Main Street, and Pendleton Street.

### BID AWARD

The City reserves the right to reject any or all bids, and the right to waive technicalities and formalities in bids.

### INSPECTION AND ACCEPTANCE OF WORK

Inspection and final acceptance shall be conducted by the individual named below:

- City Planning and Project Manager

### TIME OF COMPLETION

The contractor shall follow the calendar set forth below for completion. Contract start date shall be no later than ten(10) calendar days after receipt of the Notice to Proceed by the Contractor or as instructed below:

- All Streets Completed on or before December 31, 2018

Should the contractor fail to complete this contract and the work provided therein within the time fixed for such completion, the contractor shall become liable to the City for all loss and damage which the City may suffer on account thereof. It is agreed and understood that it, and will be, difficult and impossible to ascertain and determine the actual damage which the City will sustain in the event of, and by reason of, such delay. It is therefore agreed that the contractor will pay to the City in liquidated damages the sum of **\$100.00 per day** for each and every day of delay beyond the time herein prescribed for finishing the work. In case same is not paid, the contractor agrees that the City may deduct the amount of liquidated damages from any money due or that becomes due the contractor under this contract. All deductions from any money due the contractor are considered to be liquidated damages and not a penalty.

The remedies provided for under this provision shall not be construed to limit, waive or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this Contract. Failure of the City to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a Change Order duly authorized and signed by the City Engineer and Purchasing Administrator, prior to quoted completion date.

The contractor shall not be charged with resulting damage if:

- A. The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to act of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and

- B. The contractor, within ten (10) days from the beginning of such delay, (unless the City grants a further period of time before the date of final payment under the contract) notifies the City in writing of the cause(s) of delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties.

**BIDDER'S QUALIFICATIONS**

Each bidder shall, upon request of the City, submit a statement of the bidder's qualifications, his experience record in constructing the type of improvements embraced in the development of work specified, his organization and equipment available for the work contemplated, and when specifically requested by the City, a detailed financial statement. The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City that the bidder is qualified to carry out properly the terms of the Contract.

**INSURANCE**

The contractor shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the contractor's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

**Certificate of insurance must be included in the bid.**

- (a) Commercial General Liability: The contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the contractor and against all claims resulting from damage to any property due to any act or omission of the contractor, his agents, or employees in the operation of the work or the execution of this contract.

Contractor shall maintain General Liability coverage required for a period of not less than five (5) years after project completion. General Liability must include Products/Completed Operations coverage.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage ..... \$1,000,000 per occurrence

(b) Comprehensive Automobile Liability: The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage ..... \$1,000,000 Combined Single Limit

(c) South Carolina Workers' Compensation Insurance: The contractor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits  
Employers Liability Insurance - \$500,000 Each Accident  
- \$500,000 Disease Each Employee  
- \$500,000 Disease Policy Limit

Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful contractor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under this Agreement by email at bsanders@cityofeasley.com. Further, it shall be an affirmative obligation upon the vendor to advise City by e-mail sent to bsanders@citofeasley.com , within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention

The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co- insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

#### Subcontractor's Insurance

The contractor shall agree to cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified herein, unless the contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### UNIT PRICES

Unit prices are requested for items in the bid. Each bidder shall include its prorated share of overhead, and other items necessary for completion of the project, per plans and specifications, not specifically listed in the schedule of values, so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the Total Bid. Any bid not conforming to this requirement may be rejected as unresponsive.

**Downtown Landscape Refresh  
NW/NE Main Street, East/West Main Street, and Pendleton Street**

**SCOPE OF WORK:**

The City of Easley is requesting sealed bids from qualified contractors to perform landscape demolition and installation on NW/NE Main Streets, East/West Main Street, and Pendleton Street. The project will consist of demolition, tree/shrub removal, and tree/shrub installation.

The project will be administered and managed by the City of Easley. The contractor chosen to complete the work will be responsible for providing all materials and labor needed to complete the job. It is the contractor's responsibility to visit the site and review all construction plans.

**SPECIAL PROVISIONS**

**1. TIME OF COMPLETION**

The time of completion for the project is noted below and as established in the Notice to Proceed letter. The Construction Start Date will be established in strict conformance with the Contract General Conditions.

- All Streets Completed on or before December 31, 2018

Contractor will be expected to work with city to set dates to ensure no conflicts exist with city's programmed events or services. The Construction Completion Date (CCD) shall be as specified and established in the Project Acceptance Letter, authored by the City's Project Manager.

**2. PROJECT SCHEDULES**

A minimum of seven (7) days prior to the pre-construction meeting, the Contractor shall submit to the City, a construction schedule for all streets. The schedule shall indicate on a weekly basis the proposed progress of the project. The schedule shall indicate construction work sequences, submittals, equipment delivery, significant events, installation milestones, utility relocations, and inspections.

The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the established Contract time. The schedule shall show order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress in each activity can be easily measured.

Approval of the construction schedule will be dependent upon satisfactory identification of work items, the use of dates and event duration's that are in conformance with the terms of the Contract, and adherence to the Contract time for each project.

If the construction schedule is determined to be deficient by the City, it will be returned to the Contractor for correction. The Contractor will have seven (7) calendar days from the date of the original construction

schedule transmittal, or any subsequent transmittals, to submit corrected construction schedule. When approved, the corrected construction schedule will constitute the baseline against which progress of each project is measured.

Failure to finalize either the initial or revised construction schedule in the specified time frame may result in the withholding of Contract payments until the construction schedule is approved.

### **3. CONSTRUCTION DELAYS**

The City's project manager shall be notified immediately in writing of construction delays from weather, utility relocations, and unforeseen circumstances. All construction delays shall be reviewed by the City. Contract time extensions for the project, if any, shall be granted in writing by the City Engineer. It is the sole responsibility of the contractor to submit full details surrounding all delays, request a determination of the status of each delay and modify the construction schedule, as needed, to complete the work within the adjusted time frame - by the revised completion date.

### **4. UTILITY COORDINATION AND RELOCATION**

It is the responsibility of the Contractor to locate and identify existing underground and overhead services and utilities within contract limit work areas and repair and/or reconnect utilities or works of any subcontractors damaged during construction at Contractor's expense. Damaged facilities shall be returned to original or better condition at no additional cost to the City.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during construction, promptly notify the Engineer and the appropriate utility contractor or applicable utility company to obtain procedure directions before continuing with construction operations.

### **5. STAGING AREAS**

The contractor is responsible for obtaining any and all necessary storage, staging or material "lay-down" areas. All such areas, if utilized, shall be returned to their original condition, or better, upon completion of the work. A properly executed release and waiver form shall be provided from the owners of all such properties used for these purposes. Release of final payment shall be withheld until all releases have been provided to the City.

## GENERAL TERMS & CONDITIONS

### BID OPENING AND AWARD

Bids will be examined promptly after opening and each bid will be announced to all participating. It is not a practice to award any bid until the interested Departments have had ample time to review each Bid.

### PUBLIC RECORD

After an award is made, copies of the bids will be available for public inspection, under the supervision of the City's Planning Department from 8:00 a.m. ET to 5:00 p.m., Monday through Friday, at 205 North First Street, Easley SC 29640.

### TAXES

The City pays South Carolina State Sales Taxes. No mention shall be made in the bid of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable. The City is exempt from Federal Excise Taxes and will issue exemption certificates as are requested.

### EXAMINATION OF PLANS, PROJECT MANUAL, CONTRACTS AND WORK SITE

The bidder shall examine carefully, the site of work contemplated, the plans and project manual, the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated, and is satisfied as to the conditions encountered as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal, plans, project manual and the contract.

### BASIS OF BID AWARD

Award of the bid shall be made to the responsive, responsible bidder meeting the specifications and requirements of the bid and having the lowest possible cost consistent with the expected quality and service.

The following criteria will be used in making this determination:

- Adherence to the plans/specifications;
- Bidder's reputation and financial status;
- Past experience with bidder's work and bidder's references;
- Total Bid Price for the project in accordance with the requirements of the Invitation for Bids and the ability to satisfy those requirements.

### BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each bidder which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the bidder consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### INTERPRETATION AND ADDENDA

No verbal interpretation made to any respondent as to the meaning of this bid shall be binding on the City unless repeating into writing and distributed as an addenda by the City. Interpretation and/or clarifications shall be made in writing via e-mail from the City.

It shall be the bidder's responsibility to acknowledge receipt of addenda and ascertain that its bid includes all addenda.

#### REQUIREMENTS

The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

#### JURISDICTION

This agreement shall be governed by the laws of South Carolina.

#### DISCREPANCIES AND MISUNDERSTANDING

Bidders must satisfy themselves by personal examination of the work site, plans, project manual, and any other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall, at any time after the submission of a proposal, make a claim or assertion that there was any misunderstanding or lack of information regarding the nature or the amount of work necessary for the satisfactory completion of the job. Any errors, omissions or discrepancies found in the plans, project manual, or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

#### INFORMATION AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids to properly evaluate the bid, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

#### PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs - including court costs and attorney's fees, charges, liability, and exposure, however caused for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

#### BID FORM

Each bidder must submit a bid on the blank forms attached. The bidder shall sign his bid correctly. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.

All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of bid. Corrections shall be initialed in ink by the person signing the bid.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the City of Easley prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

#### COMPLIANCE WITH LAWS

The contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, Ordinances, and ADA Title II requirements; and shall hold the City harmless from any liability resulting from failure of such compliance.

#### INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the contractor or its employees. The City shall not withhold from the contract payment to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the City for its employees.

#### TERMINATION FOR CONVENIENCE OR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected contractor is not performing as set out in the contract. If the contract is terminated for cause, the contractor shall be liable for all additional costs incurred by the City, if any, in the completion of the Contract. Any such termination shall be effected by the delivery to the selected contractor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

#### ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City.

## RECORDS

The contractor shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

## LABOR LAWS

The contractor, and all subcontractors, suppliers, and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

## EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

## SUBCONTRACTING WITH SMALL, MINORITY, HANDICAP AND WOMAN-OWNED BUSINESS ENTERPRISES

The City of Easley expects all of their general contractors to show a good faith effort in subcontracting to small, minority, handicap and woman-owned business enterprises (M/W/DBE) for all of the City's contracts. It is the policy of the City of Easley to provide small, minority, handicap and woman-owned business enterprises equal opportunity to participate in all aspects of the City's contracting and purchasing programs, including but not limited to, participation in procurement contracts for commodities and services, as well as contracts relating to construction and repair.

Further, it is the policy of the City of Easley to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender and to conduct its contracting and purchasing programs in such a manner as to prevent such discrimination.

Definitions of small, minority, handicap and woman-owned business enterprises are as follows:

- A. Small Business Enterprises are those businesses that are defined in accordance with criteria established by the United States Small Business Administration.
- B. Minority-Owned Business Enterprises are those businesses owned and controlled by one or more socially disadvantaged persons. Such persons include, but may not be limited to, Black Americans, Native Americans, Asian Americans, Hispanic Americans, American Eskimos and Aleuts.
- C. Handicap Business Enterprises are those businesses which are 51% owned and controlled by disabled persons.

- D. Woman-Owned Business Enterprises are those businesses which are 51% owned and controlled by one or more women.

It is the policy of the City of Easley to award a fair share of all contracts to small, minority, handicap, and woman-owned businesses, providing they are competitive. Accordingly, affirmative steps should also be used by contractors to assure that small, minority, handicap and woman-owned businesses are utilized whenever possible as sources for supplies, equipment, construction and services. Affirmative steps shall include the following:

- A. Including qualified small, minority, handicap and woman-owned businesses on solicitation lists.
- B. Assuring that small, minority, handicap and woman-owned businesses are solicited whenever they are potential sources.
- C. When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum participation of small, minority, handicap and woman-owned businesses.
- D. When requirements permit, establishing delivery schedules which will encourage participation by small, minority, handicap and woman-owned businesses.
- E. Using the services and assistance of the United States Small Business Administration and Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration, as required.
- F. If any subcontracts are to be let, the City will require the prime contractor to show good faith efforts in the affirmative steps indicated above.

#### CERTIFICATES AND LICENSES

The contractor shall secure and pay for licenses, permits and/or certificates that may be necessary for proper execution and completion of the contract, and which are legally required when bids are received or negotiations concluded.

#### INDEMNIFICATION

The contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the contractor's negligent performance or nonperformance of the terms of the contract, including, but not limited to, unloading of supplies and equipment.

#### FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

#### FAILURE TO DELIVER

In the event of failure of the contractor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

#### FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

#### DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of an offeror to furnish the required services, and the offeror will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any offeror if the evidence submitted by or investigation of such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Offerors will fully inform themselves as to conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at the offeror's own risk.

#### DUST ABATEMENT

The contractor shall furnish all labor, equipment, and means required and shall carry out effective measures whenever and as often as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity.

The contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the contractor is relieved of further responsibility by the Engineer. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the various prices named in the bid sheet for completion of the work.

#### BID REJECTION OR PARTIAL ACCEPTANCE

The City reserves the right to reject any or all bids. It further reserves the right to waive technicalities and informalities in bids as well as to accept in whole or in part such bid or bids where the City deems it advisable or necessary to protect the best interests of the City.

#### INCORPORATED BY REFERENCE

The specifications set forth in the attachments is referenced herein, and hereby made a part of this **INVITATION FOR BID.**

#### CITY OF EASLEY BUSINESS LICENSES

The contractor must obtain all business license(s) required by the City Code and Ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid shall be required to obtain a City Business License before work can begin. For further information on the provisions

of The City Business License Regulations and their applicability to this contract, contact the City of Easley Business License Division at (864) 855-7900

#### PROFESSIONAL LICENSING

Contractor shall secure and pay for licenses, permits and/or certificates that are legally required by its profession and/or necessary for the proper execution and completion of the contract, before negotiations are concluded.

#### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., the offeror shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The offeror shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

#### NONCOLLUSION AFFIDAVIT

As part of the respondent's proposal, the offeror shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the offerors. The City may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

#### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident firms receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident firm must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a firm located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev. 10/05/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (800) 763-1295.

#### COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

Any contractor entering into a service contract with the City of Easley must certify to the City of Easley that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

#### CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

UNIFORM COMMERCIAL CODE

All sections of the Uniform Commercial Code which protect the buyer are hereby incorporated by reference in this contract.

NON-APPROPRIATION

Any contract entered into by the City resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

INCORPORATION OF BID INTO CONTRACT

The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated, in total, into the contract.

**BID FORM  
CITY OF EASLEY SOUTH CAROLINA**

**BIDDER'S NAME:** \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Bid Specifications and Contract Documents, hereby proposed and agree, if this bid is accepted, to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services to complete the work as described in these specifications in accordance with the Invitation for Bids and Contract Documents.

**Bidder** accepts all of the terms and conditions, including without limitations those dealing with the disposition of Bid Security. Bidder further agrees to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter for each and every day of delay beyond the time herein prescribed for finishing the work.

In submitting this bid, **BIDDER** represents, as more fully set forth in agreement, that:

1. Bidder has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

2. Bidder has examined site and locality where work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of work and has made such independent investigations as Bidder deems necessary.
3. Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Bidder, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.
4. This bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly induced or solicited any other Bidder to submit false or sham bid; Bidder has not solicited or sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. It is understood and agreed that the quantities shown herein are approximates only and are subject to increase or decrease.

6. Bidder proposes to complete work in accordance with the specifications and as described in the Invitation for Bids for the price of:

\$ \_\_\_\_\_

7. City of Easley Business License Number \_\_\_\_\_

8. **SUBCONTRACTORS**

For work outlined in these documents, Bidder expects to engage the following subcontractors:

<b>Subcontractor</b>	<b>*Business Representation</b>	<b>Description of Work</b>	<b>Dollar Amount</b>

\*Specify if subcontractor is a minority, woman, small, veteran owned business, etc.

9. BIDDER REFERENCES (MINIMUM OF TWO (2))

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

11. Name of Insurance Carriers:

Liability \_\_\_\_\_ Expires \_\_\_\_\_

Property Damage \_\_\_\_\_ Expires \_\_\_\_\_

Workers' Compensation \_\_\_\_\_ Expires \_\_\_\_\_

12. BIDDING ORGANIZATION

Bidding Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone / Email \_\_\_\_\_

\*Signature of Bidders Representative \_\_\_\_\_

**Bid will not be accepted unless signed in ink (not typed) in the appropriate space above, by an authorized officer or employee of the bidder.**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_