

CITY OF SENECA LIGHT & WATER DEPARTMENT

INVITATION FOR BIDS

PROJECT: IFB 2024-002



**UTILITIES INSTALLATION
BOTTOMS DRIVE WATER RELOCATION**

THIS IS NOT AN ORDER

BID REQUEST NUMBER: IFB 2024-002
DATE OF INVITATION: January 09, 2024

QUOTES WILL BE RECEIVED AT:

Seneca Light & Water / Lowery Building
251 E. North Second Street
P.O. Box 4773
Seneca, South Carolina 29679

UNTIL 3:00 P.M. LOCAL TIME ON **Tuesday, January 30, 2024**

Project Name:	<u>Bottoms Drive Water Relocation</u>
Project Location:	<u>Near 110 Bottoms Drive</u>
City/County/State:	<u>Seneca / Oconee / South Carolina 29678</u>
Project Number:	<u>IFB 2024-002</u>
Response Deadline:	<u>January 30, 2024 3:00 P.M. EST</u>

INTRODUCTION

The City of Seneca Light & Water Department (herein aka, SL&W / City / Owner / Engineering) is soliciting bids for Utilities installation services.

Bids may be submitted via mail, hand delivery, or facsimile transmission (*fax*). Bid submittals via fax must be on company stationery; and shall reference Project: IFB 2024-002 clearly labeled on the face of the envelope/page/fax sheet. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein. **NO BIDS BY EMAIL.**

SL&W shall not be held responsible for Responder’s lack of understanding of what is required by this solicitation. Should a Responder not understand any aspect of this request, or require further explanation or clarification regarding the intent or requirements, it shall be the responsibility of the Responder to seek guidance from the SL&W’s designated Representative.

An ‘Agreement for Construction Services’ resulting from this solicitation may be awarded to the responsive Bidder whose response conforming to this solicitation appears to be the most advantageous to the Owner.

Each bidder/responder shall have fully ascertained recommended repairs. Further, each Responder is encouraged to visit the site and acquaint themselves with existing conditions prior to their bid submittal. This solicitation is not to be construed as a commitment of any kind nor does it commit Seneca Light & Water to pay any costs incurred in the preparatory submission of a bid or for any other incurred cost.

Bid Questions for clarification regarding any item(s) contained or not contained in the IFB package

must be submitted in print prior to 3:00 P.M. E.S.T. Wednesday, January 24, 2024 Questions submitted after that date and time will not be due a response.

Please direct all questions concerning this Invitation for Bids to:

Jeremy Wirtz, Engineering Department
Seneca Light & Water Department
Telephone: 864.710.3696
Email: jwirtz@seneca.sc.us

Mail or deliver the IFB submittals in a sealed envelope, or fax with cover sheet bearing the inscription:

Project: IFB 2024-002 Bottoms Drive Water Relocation

Address: Seneca Light & Water Engineering
Jeremy Wirtz
P.O. Box 4773
251 E. North Second Street
Seneca, SC 29679-4773

SECTION I INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

SENECA LIGHT & WATER ENGINEERING, [aka SL&W/OWNER] is the administrator for PROJECT: IFB 2024-002 BOTTOMS DRIVE WATER RELOCATION.

- 1.1.1 PROJECT WORK will be performed for SENECA LIGHT & WATER. The intent is to award this PROJECT to the responsive, responsible, qualified, and capable RESPONDER as deemed and defined by SL&W.
- 1.1.2 For a BID to be considered, the RESPONDER shall be legally qualified and authorized to do business in the State of South Carolina prior to the due date. Each RESPONDER shall, upon request, submit on forms furnished for that purpose a statement of qualification, work experience history, organization and personnel, financial statement and/or list of equipment available for the WORK contemplated.
- 1.1.3 SL&W reserves the right to take such steps as it deems necessary to determine the RESPONDER'S ability to meet the terms and conditions of the PROJECT; the RESPONDER shall furnish all such information and data for this purpose as may be requested.
- 1.1.4 SL&W reserves the right to reject any BID if available evidence or information does not satisfactorily verify the RESPONDER'S qualification.
- 1.1.5 This solicitation does not commit SENECA LIGHT & WATER to execute an AGREEMENT, award a CONTRACT, pay any cost incurred in the preparation of the BID, or to procure or contract for any goods or services listed herein.

2. BID SUBMITTAL FORMAT

- 1.2.1 BIDS shall be prepared simply and economically providing a straight-forward, concise indication of the RESPONDER'S ability to meet the requirements of the IFB. The BID shall be typed (black), or legibly written (blue ink). All blank spaces for COST must be filled (ink / typewritten), and the form executed before being submitted. **Two (2) copies of the RESPONDER'S BID is required**, attach additional explanatory sheets if needed.
- 1.2.2 Response BIDS shall represent the total cost to perform the SERVICES, including all labor, equipment, transportation, services, licenses, fees, sales taxes, material, parts, and appurtenances.
- 1.2.3 BID forms shall be signed and the signature shall be distinguishable (blue ink). BIDS by a partnership, company, or corporation shall be signed in the official business name followed by the signature and designation of person authorized to bind the partnership, company, or corporation to the solicitation process.

- 1.2.4 SENECA LIGHT & WATER assumes no responsibility for envelopes erroneously labeled, marked, or not delivered to the correct location. Any BID submitted unsigned will be rejected.
- 1.2.5 A single proprietary interest shall not submit multiple BIDS for the same WORK, even when the individual BIDS are submitted under different names.
- 1.2.6 BIDS shall be accompanied by a BID BOND (CASH, CERTIFIED CHECK OR SURETY BOND) payable to the CITY OF SENECA for five percent (5%) of the total amount of the BID.
 - 1.2.6.1 After execution of an AGREEMENT FOR CONSTRUCTION SERVICES with the selected RESPONDER, all BID BONDS and the POWER-OF-ATTORNEY of the remaining RESPONDER(s) will become NULL and VOID. The BID BOND of the successful BIDDER will be retained until applicable BONDS (*performance bond, payment surety bond, labor and material bond, etc.*) have been executed and approved.
 - 1.2.6.2 In lieu of CASH, CERTIFIED CHECK, or SURETY BOND, the CITY OF SENECA may accept an IRREVOCABLE LETTER OF CREDIT issued by a Financial Institution insured by the FDIC/DIF covering 5% of the BID amount.
 - 1.2.6.3 ALL REQUIRED BONDS SHALL BE PAYABLE TO: CITY OF SENECA.
- 1.2.7 A BID not prepared in accordance with these instructions implies the RESPONDER does not intend to comply with all of the CONSTRUCTION AGREEMENT conditions and such BID(s) will be considered irregular and unacceptable.
- 1.2.8 Any BIDDER/RESPONDER imposed terms and conditions which conflict with the terms and conditions of this solicitation are considered counter offers and, as such, may cause SL&W to consider the bid submittal non-responsive.
- 1.2.9 The RESPONDER'S terms and conditions attachment must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this solicitation and the terms and conditions of the RESPONDER; the terms and conditions of the INVITATION FOR BIDS will prevail.
- 1.2.10 It is the RESPONDER'S sole responsibility to ensure BID DOCUMENTS (mailed, hand delivery, or faxed) are received by SENECA LIGHT & WATER (SL&W) ENGINEERING prior to the specified date and time of BID due date.

3. ADDENDUM

- 1.3.1 Notice(s) of modification to the INVITATION FOR BIDS made prior to the response due date will be done by written addenda, posted to the CITY OF SENECA website <http://www.seneca.sc.us/>; and through the SL&W designated representative.
- 1.3.2 RESPONDERS are responsible for confirming their BID reflects any addenda issued by SL&W prior to the due date. It is recommended RESPONDERS visit the CITY OF SENECA website or contact the SL&W designated representative.

1.3.3 RESPONDERS requesting information to a question that is pertinent in their BID submittal will receive an answer, and the answer will be copied to all known recipients of the INVITATION FOR BIDS package.

1.3.4 ADDENDA issued will become part of the AGREEMENT FOR CONSTRUCTION SERVICES.

4. **BID PACKAGE DISCLAIMERS**

1.4.1 SENECA LIGHT & WATER takes no responsibility or liabilities for costs incurred by the RESPONDER in BID preparation or submittal, or any cost to the RESPONDER associated with responding to this solicitation.

1.4.2 RESPONDER shall be fully acquainted with stipulations related to the scope and restrictions attending the execution of WORK under the conditions of this PROJECT and labor under which the WORK will be performed.

1.4.2.1 **RESPONDERS must satisfy themselves of the scope of requested services and the estimated quantities by examination of jobsite and review of the specifications including ADDENDA.**

1.4.2.2 RESPONDERS may submit written request for interpretation of the instructions, specifications, or other documents, *if any*, furnished herewith.

1.4.2.3 It is the RESPONDERS' responsibility to ascertain receipt of all ADDENDA issued, and acknowledge on the BASE BID FORM.

1.4.3 All reasonable care has been taken in preparation of this solicitation; information of the proposed work location, and/or other existing facilities, are from the best sources presently available. SL&W disclaims responsibility for any inaccuracies which contained herein. SL&W reserves the right to modify the document prior to the BID due date by issuance of an addendum.

1.4.3.1 RESPONDERS are NOT released from the obligation and responsibility of making an onsite investigation of conditions to be encountered.

1.4.3.2 RESPONDERS assume the risk of error for basing their BID on information obtained from these investigations, or the professional interpretation and judgment of the RESPONDER. Each RESPONDER shall thoroughly familiarize themselves with the detailed requirements prior to submitting BIDS.

1.4.4 After BIDS have been submitted, SL&W will not entertain any assertion from RESPONDER'S complaint of misunderstanding the quantities of work, or the nature of work to be completed.

1.4.4.1 Discovery by the RESPONDER of any ambiguity, conflict, discrepancy, omission, or other errors in this solicitation shall be called to the attention of; and written notice provided to SL&W outlining the problem, and request document clarification and/or modification.

5. CONFIDENTIALITY

- 1.5.1 BIDS received prior to the due date and time shall be kept secured and unopened. The name of entities submitting a BID may become public information.
- 1.5.2 SENECA LIGHT & WATER, to the extent permitted by law, will protect the content confidentiality of BIDS submitted. RESPONDERS are advised of the context of the South Carolina Freedom of Information Act, particularly after the selection process has ceased and the AGREEMENT FOR CONSTRUCTION SERVICES has been executed.
- 1.5.3 BID information of the two (2) lowest BIDS shall remain private until contract negotiations between SL&W and the selected RESPONDER have been completed. Afterwards, all BIDS become public information with the exception of “proprietary information” as defined by South Carolina State Law.
- 1.5.4 Proprietary or other sensitive information accompanying a BID is subject to potential disclosure. SENECA LIGHT & WATER will take every reasonable effort to protect information deemed and marked ‘Proprietary’. RESPONDERS must identify all proprietary information in their BID.
 - 1.5.4.1 This identification shall be done by individually marking each page on which such proprietary information is found with the words, “Proprietary Information”.
 - 1.5.4.2 RESPONDERS failing to identify proprietary information shall agree that those sections not marked as proprietary will be deemed non-proprietary and made available upon public request. It shall be understood that SL&W will not be liability for disclosure of such information.
 - 1.5.4.3 RESPONDER’S question(s) that may be pertinent in submitting a BID and relevant to proprietary aspect of its BID must be submitted in writing, conspicuously marked as “CONFIDENTIAL.” The question must be accompanied by a statement explaining why the question is sensitive.
 - 1.5.4.3.1 If SL&W concur such disclosures would expose proprietary information, both the question and answer will be kept confidential.
 - 1.5.4.3.2 If SL&W DOES NOT concur with the question and answer being of proprietary nature, all RESPONDERS will notified by ADDENDUM of the question and answer.

6. BID EVALUATION & SELECTION PROCESS

- 1.6.1 SENECA LIGHT & WATER (SL&W) intends to award this PROJECT to a responsible and responsive submittal. This solicitation does not commit SENECA LIGHT & WATER to award a contract for goods or services listed herein, or to pay any costs incurred in the preparation of a BID submittal.
- 1.6.2 BIDS will be evaluated based upon content of the submittal. Prices shall be of an amount

sufficient to fund all labor, equipment, transportation, services, licenses, fees, material, parts, incidentals, and all appurtenances associated with the PROJECT completion. RESPONDERS are encouraged to explicitly address specific requirements with the appropriate narrative explanation, special equipment description, pricing, warranty, and proposed services.

- 1.6.3 BIDS may be held for a period not to exceed ninety (90) days from the date of the BID opening. BIDS will be reviewed, and if needed, interviews scheduled with 'short listed' RESPONDERS. SL&W will not be responsible for any cost associated with RESPONDER'S interviews. In the event of 'close or tie' BIDS, the OWNER reserves the right to short-list the responses and interview those RESPONDERS as part of the selection process.
- 1.6.4 SL&W reserves the right to waive minor technicalities, informalities, and irregularities; also the right to reject any or all BIDS, or any part thereof, negotiate changes in BIDS, accept any BID or any part thereof deemed necessary and in its best interest. Accordingly, SL&W reserves the right not to award a contract if such action is in its best interest.
- 1.6.5 SL&W reserves the right to re-advertise for BIDS where the acceptance, rejections, waiving or re-advertising of such would be in its best interest.
- 1.6.6 The RESPONDER selected to become the PROJECT CONTRACTOR shall have demonstrated from BIDS received their ability to reliably complete each facet of the PROJECT with respect to integrity, reputation, experience and past job performances.

7. BID WITHDRAWAL & GRIEVANCE

- 1.7.1 RESPONDERS may withdraw their response any time prior to the BID due date and time. The NOTICE must be signed by the RESPONDER, along with acceptable proof of identification of the person requesting the withdrawal as verification as to that person being an authorized representative of the RESPONDER. At the request for withdrawal, the reason(s) for the withdrawal must be specifically stated.
- 1.7.2 The RESPONDER may thereafter submit a new or modified BID, provided it is received prior to the submission deadline. Modifications offered in any other manner, oral or written, will not be considered.
- 1.7.3 BIDS cannot be changed or withdrawn after the due date and time.
- 1.7.4 Any prospective bidder, contractor or subcontractor who is aggrieved in connection with the solicitation of this PROJECT may protest to the Owner in accordance with the SC Code of Laws, within 15 days of the date of issuance of the Notice of Intent to Award.

8. MATERIAL PRICE ADJUSTMENTS

- 1.8.1 SL&W reserves the privilege of "OPEN BOOK" pricing disclosure by the CONTRACTOR of all costs and markups for materials, labor, services or method identified as a specialty item.
- 1.8.2 Open Book pricing is defined as full disclosure of all cost, including all costs of subcontractors, vendors, materials, installations, services, deliveries, freight, fees, etc. Costs will be evaluated through price analysis to compare cost with reasonable criteria such

as established catalog and marked prices or historical prices to ensure the Contractor's prices are reasonable and acceptable and that markups are being properly applied.

9. PROJECT CONTRACTOR

- 1.9.1 The RESPONDER to whom the PROJECT is awarded shall become the "PROJECT CONTRACTOR", being an individual, company, partnership, association, corporation or firm, registered with the State of South Carolina as a licensed ENTITY permitted to do business in the State of South Carolina. Such qualification shall be a prerequisite to the submission of a BID. Notwithstanding, the fact that applicable statutes may exclude the successful RESPONDER from being authorized and/or permitted to do business in the State of South Carolina
- 1.9.2 The attention of the RESPONDER is directed to the provisions of the acts for licensing of the State of South Carolina and all requirements of such acts which have bearing upon this PROJECT shall be deemed a part of this PACKAGE as if written herein in full.
- 1.9.3 By submission of a BID, the RESPONDER acknowledges and understands the AGREEMENT FOR CONSTRUCTION SERVICES will be governed by and interpreted in accordance with the laws of the State of South Carolina. As the PROJECT CONTRACTOR(S), the RESPONDER(S) agrees to the jurisdiction of the State of South Carolina courts as to all matters and conflicts under the CONSTRUCTION AGREEMENT including liability for taxes, licenses, or fees levied.
 - 1.9.3.1 The submittal of a BID to this solicitation is a representation that the RESPONDER is deemed legally qualified to enter into the prescribed CONSTRUCTION AGREEMENT and to perform any/or all portion of the WORK contemplated for the PROJECT referenced herein.
 - 1.9.3.2 "Licensing Act" means the individual statute or regulations, or both, of each regulated profession or occupation which includes, but not limited to, board governance, the qualifications and requirements for authorization to practice, prohibitions, and disciplinary procedures.

10. BONDS & SURETY

- 1.10.1 The PROJECT CONTRACTOR will be required to provide PERFORMANCE BONDS (100% OF TOTAL BID), PAYMENT BONDS, CERTIFICATE OF INSURANCE, and/or other FEES and/or LICENSES. The CONTRACTOR will be expected to execute a binding CONSTRUCTION AGREEMENT within **10-days** from the date of the 'NOTICE OF INTENT TO AWARD'.
- 1.10.2 The PROJECT CONTRACTOR shall be in default for failure to execute an AGREEMENT FOR CONSTRUCTION SERVICES and submit the required PERFORMANCE BOND and/or other SURETY forms within the specified time; and SL&W reserves the right to negotiate with an alternate RESPONDER without malice received from, or directed towards the aforementioned defaulter.
- 1.10.3 Attorneys-in-fact who sign any of the required SURETIES must file with each of the SURETIES a certified and effective dated copy of their Power-of-Attorney.

END OF SECTION 1.0 – INFORMATION FOR BIDDERS

SECTION 2.0 - CONDITIONS

1. GENERAL INFORMATION

- 2.1.1. Specifications and addenda contained herein shall form part of the AGREEMENT FOR CONSTRUCTION SERVICES and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.
- 2.1.2. The CONTRACTOR, by his/her signature acknowledges and agrees to accept all appendix, attachments (project information, agreements, documents, and/or stipulations), annexed hereto that will be made a part of the CONSTRUCTION AGREEMENT document.

2. CONTRACTOR

- 2.2.1. Submission of a signed BID in response to this solicitation is certification that the Contractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this proposed scope of work by any State or Federal Department, and the CONTRACTOR is deemed legally qualified to enter into the prescribed AGREEMENT FOR CONSTRUCTION SERVICES for all portions of WORK.
- 2.2.2. The RESPONDER selected to become the PROJECT CONTRACTOR shall enter into a CONSTRUCTION AGREEMENT with SENECA LIGHT & WATER resulting from this solicitation with the acceptance of all risks that may be encountered in basing order of WORK, equipment or personnel determinations, time of performance, cost of performance, working days needed, BASE prices or any other relevant elements of the WORK which may not be expressly warranted.
 - 2.2.2.1. All documents, forms, specifications, or other published items included by reference and matters not expressly included herein but which are reasonably inferable wherefrom shall be deemed included as requirements, and when occurring in one shall be as binding as though occurring in all.
 - 2.2.2.2. The CONTRACTOR shall for and in consideration of payment, mutual covenants and agreements contained herewith, at the CONTRACTOR'S own proper cost, expense, skill and diligence, supply the labor, material, equipment, tools, incidentals, and appurtenances for performance of the WORK.
- 2.2.3. The CONTRACTOR shall agree to commence the WORK following receipt of the 'NOTICE TO PROCEED'. SL&W may issue a 'NOTICE TO CONTINUE' (*if time extension for WORK is needed*); this issuance shall be the written notice to the CONTRACTOR to continue service of all items.

3. INVOICE

- 2.3.1. The selected RESPONDER, as the PROJECT CONTRACTOR, shall agree to accept the total sum, as amended, as full compensation for the procurement and installation of materials, labor, equipment, transportation, services, licenses, fees, parts, incidentals, and all appurtenances associated with performing all the PROJECT WORK described herein.

2.3.2. SENECA LIGHT & WATER desires invoices, with reference to the services provided. Frequency and submittal procedures will be discussed with the PROJECT CONTRACTOR.

4. AUTHORITY

2.4.1. For the purpose of this PROJECT, a SENECA LIGHT & WATER designated representative shall respond to all requests for orders and directions contemplated under the AGREEMENT FOR CONSTRUCTION SERVICES and SPECIFICATIONS relative to the execution of the WORK.

5. MATERIAL / WORK QUALITY

2.5.1. All WORK shall conform to South Carolina Department of Transportation’s “A Policy for Accommodating Utilities on Highway Rights-of-Ways” and any applicable sections of the SCDOT’s “Standard Specifications for Highway Construction, Edition of 2007”, as revised/amended.

2.5.2. All traffic control plans shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD). The CONTRACTOR shall ensure material and construction practices conform to the latest published standards for the installation of potable waterlines.

2.5.3. The Contractor will be required to acknowledge and agree that all WORK performed will be completed in the most highly professional manner.

2.5.4. SENECA LIGHT & WATER shall in all cases determine the acceptable quality and quantity of the WORK including all materials furnished by the Contractor.

2.5.4.1. SL&W reserves the right to have inspectors at the WORK SITE relevant to this PROJECT to observe the quality and character of the WORK performed and materials used.

2.5.4.2. The Contractor shall afford the designated SL&W inspector(s) all the rights of access and review of facilities for carrying out their inspection duties of the WORK and materials.

2.5.5. The Contractor shall be required to re-execute any WORK which does not conform to the specifications, remedy any defects resulting from faulty materials or workmanship which become evident, and immediately remove and redo at the Contractor’s own expense all WORK or materials not in conformity with the CONSTRUCTION AGREEMENT.

6. TERMINATION

2.6.1. This solicitation is subject to cancellation without damages or further obligation when funds are not appropriated or otherwise unavailable to support continuation of performance in a subsequent fiscal period, appropriated year, or simply the lack of funds.

END OF SECTION 2.0 – CONDITIONS

SECTION 3.0 - GENERAL PROVISIONS

1. SCOPE OF WORK

- 3.1.1. The SCOPE of WORK as contained herein is implied as requirement for the completion of the referenced PROJECT. The 'INVITATION FOR BID' package and all supplementary documents will become essential parts of an AGREEMENT FOR CONSTRUCTION SERVICES and are intended to be cooperative to describe and provide for a complete WORK; and the requirements occurring in one are as binding as though occurring in all.
- 3.1.2. Seneca Light & Water seeks bid submittal from interested and qualified contractors to provide, deliver, and fully warrant construction services as prescribed to install a 2.5 inch water main and tie into existing mains on Bottoms Drive. Submittal shall include all costs for labor, materials, tools, permits, licenses, and equipment necessary for the project completion.
- 3.1.2.1. The PROJECT may require "*in-the-field-design*".
- 3.1.2.1.1. Install ±650 feet of 2.5 inch polyvinyl Chloride (PVC) pipe SDR 21 or equal. See 'Project Material List' for appurtenances.
- 3.1.2.1.2. Make new tap, install meter and ±230 feet of ¾" poly service line to tie into existing service near house for 110 Bottoms Drive.
- 3.1.2.1.3. Backfill project site for positive compaction; re-establish disturbed areas, *if applicable*.
- 3.1.2.1.4. Installation shall be in accordance with site's proposed layout (*see 'Attachment' section*). And testing of new installations shall be per SL&W requirements.
- 3.1.3. The CONTRACTOR shall, in good workmanlike manner, do and perform all WORK, and complete all WORK required for PROJECT in accordance with prescribed plans and drawings.
- 3.1.4. WORK shall mean the furnishing of all labor, supplies and material, machinery, equipment, transportation, services, licenses, fees, facilities; and means, except as herein otherwise expressly specified, necessary or proper to perform and successful complete the PROJECT or any portion of the PROJECT involved and the carrying out of all the duties and obligations imposed by an AGREEMENT FOR CONSTRUCTION SERVICES.
- 3.1.5. The CONTRACTOR must inform himself fully of the conditions relating to the construction of the PROJECT and employment of labor thereon. Failure to do so will not relieve him of the obligation to furnish all material and labor necessary to carry out the provisions of the AGREEMENT.
- 3.1.6. The following elements comprise the main tasks that are to be provided by the successful BIDDER, (herein "CONTRACTOR"). These elements are not all-inclusive, but are a representative sample of the major areas requiring professional service. The CONTRACTOR will not be limited to these tasks alone, but based on its experience, shall provide advice and assistance as needed for maximum usability and information.
- 3.1.6.1. Without invalidating an AGREEMENT FOR CONSTRUCTION SERVICES, SL&W may order extra

work or make changes by altering, adding to, or deducting from the WORK. Other construction specifics outside the described SCOPE-OF-WORK may be determined in the field by SL&W.

- 3.1.6.2. The CONTRACTOR shall warranty all materials and workmanship to be free of defects for a minimum period of ONE YEAR (12 MONTHS) from the date of PROJECT completion (ALL PROJECT WORK) as specified herein. By an AGREEMENT signature, the CONTRACTOR agrees to promptly repair, to the satisfaction of SL&W, any defects in materials or workmanship at the CONTRACTOR'S expense.

2. CONTRACTOR'S OBLIGATIONS

- 3.2.1 The CONTRACTOR shall procure all required and incidental items necessary to lawfully conduct business relevant to the fulfillment of the AGREEMENT FOR CONSTRUCTION SERVICES; and if deemed legally qualified, the CONTRACTOR acknowledges that all such applicable requirements must be adhered to and shall be part of the specifications as if written therein in full. Attention is directed to the "licensing act" provisions of the State of South Carolina (*Reference: S.C. Code of Law*).
- 3.2.2 Submittal of a signed BID in response to this solicitation is certification that the CONTRACTOR is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal Department, and the CONTRACTOR is deemed legally qualified to enter into the prescribed CONSTRUCTION AGREEMENT for all portions of WORK.
- 3.2.3 The CONTRACTOR, in execution of the WORK, shall conform to all applicable laws, ordinances, rules, and regulations of all authorities having jurisdiction over the scope of the PROJECT; adhere to all construction codes and safety codes which may apply; protect adjoining and adjacent property; maintain passageways, guard fences or other protective facilities.
- 3.2.4 The CONTRACTOR shall be responsible for, but not limited to, coordinating the PROJECT construction (utility coordination, right-of-way management, construction teams, etc.), furnishing all labor, materials, equipment, tools, transportation and supplies in accordance with drawings, plans, specifications and terms of the AGREEMENT.
- 3.2.5 It shall be agreed and is understood that all performed services shall be professional and ethical; and the PROJECT shall be in accordance with industry standards.
- 3.2.6 All damages caused by the CONTRACTOR shall be restored, repaired, rebuilt, or caused to be restored, repaired, or rebuilt, at no additional expense to SL&W, to a condition similar or equal to the condition before such damage or injury was done; and shall use equal quality and type of material, or as may be directed.
- 3.2.7 If the CONTRACTOR desires to utilize a SUBCONTRACTOR [An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK of this PROJECT] for any part of the WORK specified herein, the SUBCONTRACTOR shall adhere to all applicable laws, ordinances, rules, regulations of all authorities having jurisdiction over that scope of the PROJECT, and shall be a

LICENSED CONTRACTOR in the State of South Carolina. *Reference: South Carolina Department of Labor Licensing and Regulation, and South Carolina Contractors Licensing Board* (S.C. Code of Laws, Title 40).

- 3.2.7.1 The PROJECT CONTRACTOR shall remain fully liable and responsible for WORK done by the SUBCONTRACTOR(s) and shall ensure compliance with all applicable requirements of the AGREEMENT. Failure of the SUBCONTRACTOR to complete any portion of WORK does not relieve the PROJECT CONTRACTOR of obligatory delivery and/or performance of all remaining WORK.
- 3.2.7.2 No single SUBCONTRACTOR shall be awarded WORK in excess of twenty-five percent (25%) of the total CONSTRUCTION AGREEMENT amount without prior-written approval from SL&W. The PROJECT CONTRACTOR, *by signature*, is obligated to pay SUBCONTRACTOR(s) for the proportionate share of WORK completed by SUBCONTRACTOR(s).
- 3.2.7.3 SL&W reserves the right to reject any and all petition(s), in whole or in part, by the SUBCONTRACTOR(s) for compensation relevant to WORK performed per an AGREEMENT with the PROJECT CONTRACTOR.

3. QUALITY ASSURANCES & CONTROL

- 3.3.1 The requirements of this section are primarily related to the performance of the WORK beyond the furnishing of manufactured products. PROJECT CONTRACTOR shall ensure material and construction practices conform to the latest published standards.
- 3.3.2 WORK herein consists of all applicable construction methods to make improvements as proposed. The CONTRACTOR must comply with applicable units of ANSI, ASTM, AASHTO, USDOA/FS standards, MUTCD, and SCDOT specifications.
- 3.3.3 Material delivery shall be scheduled so as to minimize long-term storage at the project site prior to installation. PROJECT CONTRACTOR shall handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damage, deterioration and losses. All material shall be new and unused.
- 3.3.4 Where installation includes manufactured products, the CONTRACTOR shall comply with the manufacturer's applicable instructions and recommendations for installation.

4. MEASUREMENT & PAYMENT

- 3.4.1 Quantity of WORK completed for all PROJECT items shall be measured in accordance with the units indicated on the BID MATERIAL SCHEDULE in the BID package.
- 3.4.2 Material prices shall be reviewed for assurance of current market values and payments shall be full compensation for furnishing all materials, labor, tools, equipment, supplies, incidentals, and all appurtenances. All WORK shall be performed in a neat and workmanlike manner.
- 3.4.3 All quantities listed herein are estimated. SL&W reserves the right to increase, decrease, or omit quantities as herein provided without limit and with no change in the AGREEMENT unit

price.

3.4.4 Measures to simplify processing will be discussed with the PROJECT CONTRACTOR. All billing questions are to be directed to Jeremy Wirtz, SLW Engineering Dept.

5. LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

3.5.1 PROJECT CONTRACTOR shall be responsible for the acts and omissions of its employees, subcontractors and their agents and employees and all other persons performing WORK.

3.5.2 The PROJECT CONTRACTOR hereby shall indemnify, holds harmless, and defend Seneca Light & Water, its officers, agents, and employees against any and all liability, costs, damages, suits, expenses, claims or actions, including attorney's fees, or losses of any kind or nature whatsoever ("LOSS") which may in any way arise from bodily injury, including death or property damage to any person or persons which SL&W, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act, error, or omission of CONTRACTOR, its agents, servants or employees, in the execution, performance, or failure to adequately perform CONTRACTOR's obligations pursuant to the AGREEMENT FOR CONSTRUCTION SERVICES; except to the extent the same are caused by the negligence or misconduct of SL&W.

3.5.3 The CONTRACTOR shall provide reasonable assistance and cooperate with SENECA LIGHT & WATER in the defense of; resolution of; and/or settlement of; any such claim of LOSS. Information obtained from an officer, agent, employee of SL&W, or any other person shall not affect the risks or obligations assumed by the PROJECT CONTRACTOR or relieve the CONTRACTOR from fulfilling any conditions of the AGREEMENT FOR CONSTRUCTION SERVICES.

3.5.4 The CONTRACTOR shall comply with all state, federal, or local laws or ordinances, codes, rules, or regulations governing performance of this work.

6. PROJECT SCHEDULING & NOTIFICATION

3.6.1 Project completion time/date shall be contingent upon a mutual agreement between SL&W and the PROJECT CONTRACTOR.

3.6.2 Work may be performed as weather permits. Saturday and Holiday work is not guaranteed, Seneca Light & Water Engineering is to receive notification / schedule of intent to work.

3.6.3 **NO WORK ON SUNDAYS.**

3.6.4 The CONTRACTOR is responsible and assume the risk of contacting the proper authority for utility facility presence and location within the PROJECT CONSTRUCTION ZONE, and shall make specified contacts for any required preparation and/or adjustments.

7. PROJECT AUTHORITY

3.7.1 Seneca Light & Water Engineering has authorization to issue orders, respond to requests, and render directions contemplated relative to the SPECIFICATIONS.

- 3.7.2 SL&W Engineering shall determine the amount, quality, acceptability and fitness of the kinds of WORK and materials that are to be paid for under the AGREEMENT; and decide all questions in relation to said WORK and the construction thereof; and its decisions shall be final and conclusive.
- 3.7.3 SL&W Engineering shall decide the meaning and intent of any portion of the SPECIFICATIONS and of any part or drawings where the same may be found obscure or be in dispute. Discrepancy determinations or decisions of the Seneca Light & Water Engineering shall be a condition precedent to the right of the CONTRACTOR to receive any money or payment for WORK covered by the AGREEMENT affected in any manner or to any extent by such question.
- 3.7.4 Without limiting the generality of other provisions herein requiring the CONTRACTOR to comply with all local, state, and federal rules, the PROJECT CONTRACTOR may be required to acknowledge that it is familiar with and certify that it does not know of any conflicts that will invalidate its ability to perform and abide by SL&W request to coordinate and/or work with other onsite CONTRACTORS.
- 3.7.5 Any differences or conflicts with regard to WORK which may arise between the PROJECT CONTRACTOR and other onsite CONTRACTORS may be adjusted and determined by Seneca Light & Water Engineering.

END OF SECTION 3.0 – GENERAL PROVISIONS

SECTION 4.0 - TERMS / INSTRUCTIONS

1. **BID REVIEW AND AWARD:**

BIDS shall be publicly opened and the names of the RESPONDERS will be disclosed at the opening. The intent is to award a CONTRACT to the RESPONDER that meets the requirements and criteria set forth. However, no decision will be made until SL&W has had ample time to review each BID. Further, the right is reserved to award in whole or in part, by item, group of items, or by sections, wherein such action serves the best interest of SL&W.

2. **RIGHTS RESERVED:**

SENECA LIGHT & WATER reserves the right to waive any technicalities and make awards in its best interest. Integrity, reputation, experience and past performance will weigh heavily in BID evaluations. This solicitation does not commit SL&W to award an AGREEMENT FOR CONSTRUCTION SERVICES, to pay any costs incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.

3. **RESPONDERS RESPONSIBILITY:**

Each RESPONDER shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the WORK. The failure or omission of a RESPONDER to be acquainted with existing conditions shall in no way relieve the RESPONDER of any obligations with respect to this BID or to any AGREEMENT FOR CONSTRUCTION SERVICES as a result of.

4. **WAIVER / REJECTION:**

SL&W reserves the right to waive any portions of Instructions to RESPONDERS, General or Special Terms and Conditions, Specifications, or Technicalities when it is deemed to be in its best interest.

SL&W reserves the right to reject any BID itemized with prices or services that are inconsistent or unrealistic when compared to pricing of like kinds; reject ambiguous BIDS which are uncertain as to terms, delivery, quantity, or compliance with specifications; or reject BID if such action is in its best interest.

5. **BID FORM:**

BIDS will be accepted on bound 8½"x11" paper. The RESPONDER must sign his BID with his legal and legible signature.

6. **QUESTIONS:**

Questions relevant to the PROJECT shall be submitted to: Jeremy Wirtz, 251 East North Second Street, P.O. Box 4773, Seneca SC 29679; by Fax to 864.885.0357; or Email jwirtz@seneca.sc.us.

7. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS:**

All changes in specifications will be written in the form of an addendum and furnished to all RESPONDERS.

9. **NUMBER OF COPIES:**

Please submit two (2) copies of BID.

10. BID CHANGES:

BIDS, amendments thereto, or withdrawal requests received after the advertised time for Bid opening, shall be void regardless of when they were mailed.

11. BID PRICE:

The BID price presented shall be for the PROJECT completion and life of the AGREEMENT FOR CONSTRUCTION SERVICES period. The BID shall be acceptable for ninety (90) days from the date of opening. All prices and notations shall be printed in ink or typewritten; errors should be crossed out, corrections entered and initialed by the person signing the BID. By submittal of a BID, the RESPONDER warrant that all goods and services will meet the requirements of this solicitation.

12. FEDERAL, STATE AND LOCAL LAWS:

The Contractor assumes full responsibility and liability for compliance with any and all applicable local, state and federal laws and regulations; and including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

13. TIED BIDS:

In the case of tie BIDS, SENECA LIGHT & WATER reserves the right to make the award based on what it considers to be in its best interest.

14. DEDUCTION AND HOLDBACKS:

SENECA LIGHT & WATER shall be entitled to full reimbursement for any costs incurred by reason of the Contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using alternate sources to complete the WORK. Reimbursement may be obtained by deduction from payments due to the Contractor or by any other proper and lawful means. All deductions from any money due shall be as liquidated damages and not as a penalty. Whenever practicable, a reasonable opportunity shall be given to correct any noted deficiencies, and in no instance shall a noted deficiency extend for more than five (5) working days. The following deductions shall be applicable if the Contractor fails to correct the deficiencies within the required time limits, and SL&W completes the work using alternate sources.

1. For use of OWNER's alternate sources - actual cost involved.
2. For use of another Contractor - the amount charged by said Contractor.

SL&W reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

15. QUALITY:

Unless otherwise indicated, it is understood and agreed that any items offered or supplied for this PROJECT shall be new and in first class condition unless otherwise indicated herein.

16. MBEIWBE PARTICIPATION -AFFIRMATIVE ACTION:

The successful RESPONDER will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

17. DEFAULT:

In the event of default by the Contractor, SENECA LIGHT & WATER may procure the items or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by proceeding against the Contractor's Performance Bond, if any, and/or by suit against Contractor.

18. TERMINATION FOR CAUSE:

The AGREEMENT FOR CONSTRUCTION SERVICES is subject to termination for failure to comply with specifications, terms and conditions of SENECA LIGHT & WATER. Such termination will be effective not less than ten (10) days and not more than sixty (60) days after receipt by the Contractor of written notice from SL&W; or not less than thirty (30) days and not more than sixty (60) days after receipt by SL&W from the Contractor. Receipt of notice by one party to terminate the AGREEMENT will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, SL&W is responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and shall not be responsible for any other charges.

19. TERMINATION FOR CONVENIENCE:

SENECA LIGHT & WATER may terminate for convenience any AGREEMENT FOR CONSTRUCTION SERVICES resulting from this solicitation by providing a 10-day advance written notice to the Contractor.

20. NON-APPROPRIATION:

Any AGREEMENT entered into by SENECA LIGHT & WATER resulting from this solicitation is subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance.

21. INCORPORATION OF BIDS INTO CONTRACT:

The terms, conditions, and specifications of this solicitation and the selected firm's response will be incorporated, in total, into the AGREEMENT FOR CONSTRUCTION SERVICES.

22. S.C. LAW CLAUSE:

Upon award of an AGREEMENT FOR CONSTRUCTION SERVICES, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding, applicable statutes may exempt or exclude the successful RESPONDER from requirements that it be authorized and/or licensed to do business in this State; by submittal of a BID, the RESPONDER understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the AGREEMENT FOR CONSTRUCTION SERVICES and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

23. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE:

By submitting a BID, the RESPONDER certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to

Contractor and any Subcontractors or sub-Subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any Subcontractor or sub-Subcontractor. 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." Contractor agrees to include in any contracts with its Subcontractors language requiring the Subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-Subcontractors language requiring the sub-Subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any Contractor, Subcontractor, and/or sub-Subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "the Act"], the Contractor shall agree to fully indemnify the CITY OF SENECA for any loss suffered as a result of such Contractor, Subcontractor or sub-Subcontractor's failure to comply with the Act.

24. ASSIGNMENT CLAUSE:

The successful RESPONDER will be required to give a fifteen (15) day notice in the event of a change in the ownership of negotiated AGREEMENT FOR CONSTRUCTION SERVICES. SENECA LIGHT & WATER is under no obligation to continue the AGREEMENT with an assignee. No AGREEMENT or its provisions may be assigned, sublet, or transferred without the written consent of SL&W.

25. INDEMNIFICATION:

The Contractor shall agree to indemnify and save harmless the CITY OF SENECA and its officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, or any work done in the performance of the AGREEMENT FOR CONSTRUCTION SERVICES arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of SL&W, its officers, agents and employees.

26. DEVIATIONS FROM SPECIFICATIONS:

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with project specifications, and the successful RESPONDER will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. RESPONDERS offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

27. MINOR DEVIATIONS:

SENECA LIGHT & WATER reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected Contractor.

28. CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

29. CONFLICT OF INTEREST STATEMENT:

The Contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities. The RESPONDER, by submitting a BID, is in essence assuring SL&W that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

30. INSURANCE:

The Contractor shall not commence work under the associated AGREEMENT FOR CONSTRUCTION SERVICES until it has submitted a Performance Bond (100% of total BID), Certificate of Insurance (Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations), and other applicable fees or licenses; the Contractor shall not allow any subcontractor to commence work on subcontracts until all similar requirements of the subcontractor have been obtained. All insurance policies shall be maintained for the life of the AGREEMENT.

- A. The Contractor shall submit a Certificate of Insurance within 10 working days from the date of Notice of Intent to Award.
- B. As part of the Certificate of Insurance requirements, the Contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to SL&W.
- C. Contractor will provide CITY a minimum 30-day advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- D. Contractor agrees to maintain and keep in force, for the duration of an AGREEMENT FOR CONSTRUCTION SERVICES, insurance coverage with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of South Carolina; Coverage B - Employers liability \$1,000,000; Each Accident \$1,000,000; Disease, Per Employee \$1,000,000; Policy Limit. Policy shall contain a waiver of subrogation against the CITY OF SENECA, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Contractor.

Umbrella Excess Liability:

\$1,000,000 per occurrence over primary insurance
\$1,000,000 annual aggregate

Professional Errors and Omissions:

\$1,000,000 per occurrence for Professional Design

\$5,000,000 per occurrence for actual construction limits

Policy should state "The limits are not to have been decreased by past liability which could substantially impact the availability of these limits."

No deviation from the above coverage will be accepted unless, at the sole discretion of the City of Seneca, it is more advantageous i.e., \$1,000,000 -a \$2,000,000 or \$5,000,000 limit would be acceptable.

32. AGREEMENT FOR CONSTRUCTION SERVICES:

SENECA LIGHT & WATER reserves the option to prepare and negotiate its own contract with the selected RESPONDER as the PROJECT CONTRACTOR, giving due consideration to stipulations of the CONTRACTOR'S contracts and associated legal documents. RESPONDERS may include a copy of their STANDARD CONTRACT form with BID submittal.

The AGREEMENT FOR CONSTRUCTION SERVICES shall mean and include the following documents:

- A. Bidder's response to the Invitation for Bid
- B. Project Material List
- C. Specific Standards, Terms, and Conditions
- D. Notice of Intent to Award
- E. Notice of Award
- F. Notice to Proceed
- G. Project Addenda
- H. Project Scope of Work
- I. Project Drawings

33. CONTRACTOR LIABILITY:

The Contractor assumes full responsibility for performance of the work. The Contractor shall indemnify and save the CITY OF SENECA harmless from all claims, losses, expense, or suits, damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the WORK. The Contractor will be solely responsible for compliance with code requirements, all dimensions, and all conditions relating to the work of the PROJECT.

34. NON-COLLUSION:

The Contractor shall expressly warrant and certify that neither the Contractor nor its employees or associates directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with BID submittals.

35. PROHIBITION OF GRATUITIES:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of a contract shall offer or give, directly or indirectly, any employee or agent of the CITY OF SENECA, any gift, money, or anything of value, or promise any obligations, or agreement for future

reward or compensation at any time during the term of an AGREEMENT FOR CONSTRUCTION SERVICES.
(Reference South Carolina Code of Laws Title 8, Chapter 13)

37. PUBLIC RECORD:

The CITY OF SENECA is a municipal body and governed by the South Carolina Freedom of Information Act. Documents submitted relating to this IFB are subject to regulations of the Freedom of Information Act.

38. PRECEDENCE:

In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

END OF SECTION 4.0 – TERMS / INSTRUCTIONS

ATTACHMENTS

PROJECT: IFB 2024-002

Bottoms Drive Water Relocation

110 Bottoms Dr.

PROJECT DRAWING

SENECA LIGHT AND WATER

**FOR COPY OF DRAWING
CONTACT: PAUL GALBREATH
TEL. NO. (864) 885-2724
EMAIL - pgalbreath@seneca.sc.us**

BID FORMS

BID FORM - A

**CERTIFICATION REGARDING DEBARMENT
& OTHER RESPONSIBILITY MATTERS**

BID FORM - B

BIDDER'S QUESTIONNAIRE

BID FORM - C

MATERIAL SCHEDULE

BID FORM - D

TOTAL BID AMOUNT

ALL BID FORMS MUST BE SUBMITTED WITH BIDDER'S RESPONSE

CERTIFICATION REGARDING DEBARMENT & OTHER RESPONSIBILITY MATTERS

Signed Copy of this sheet must be included in the Bid/Proposal package.

By submitting a bid, the responder/bidder certifies, to the best of his/her knowledge and belief, that -

I. Bidder and/or any of its Principals -

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission or any of the offenses enumerated in paragraph I (B) of this provision.

II. Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, State, or Local) entity.

(A) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; business manager; head of a subsidiary, division, or business segment, and similar positions).

(B) Bidder will provide immediate written notice to Seneca Light & Water if, at any time prior to contract award, bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(C) If bidder is unable to certify the representations stated in paragraphs (I), bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the bidder's responsibility. Failure of the bidder to furnish additional information as requested by SL&W may render the bidder non-responsible.

(D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(E) The certification in paragraph I (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to Seneca Light & Water; SL&W may terminate the contract resulting from this solicitation for default.

Authorized Signature

Date

BID SUBMISSION FORM

**PROJECT: IFB 2024-002
BOTTOMS DRIVE WATER RELOCATION**

BIDDER'S QUESTIONNAIRE

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of the solicitation on the basis of non-responsiveness.

Name of Your Business: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

How many years has the business been under the above name? _____

Previous business name(s) if any: _____

Bid Acceptance Period _____ Days. (Bids providing less than thirty (30) calendar days for acceptance may be considered non-responsive and may be rejected.)

Are you acting as a broker or the primary supplier in this transaction?

Primary Supplier

Broker

Business Information (Please check all that apply):

My business is Individual

My business is a Partnership

My business is a Non-Profit

My business is a Joint-Venture

My business is a Corporation incorporated under the laws of the State of _____

My business is full-time

My business is part-time

The bidder shall list any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation:

Completed by: _____ Title: _____

Signature: _____ Date: _____

PROJECT MATERIAL LIST
Bottoms Drive Water Relocation
110 Bottoms Dr.

BIDS DUE – 3:00 PM January 30, 2024

ITEM DESCRIPTION	QTY.	UNIT	\$/Unit	COST
MOBILIZATION	1	LS		
EROSION CONTROL	650	LF		
CLEARING AND GRUBBING	1	LS		
Water Main				
Install new 2.5" SDR 21 water main	650	LF		
Install new 2.5" gate valves	2	EA		
Tie into existing water mains	3	EA		
Cap all open ends of abandoned water main	3	EA		
Water Service				
Install new ¾" tap and meter setter for 110 Bottoms Dr.	1	EA		
Install new ¾" poly and tie into existing service just past old meter.	230	LF		
Remove old meter assembly and box	1	EA		
CLEAN-UP				
Site Restoration Clean-up, Grassing, & Landscaping	1	LS		

Total Cost Estimate: \$ _____

TOTAL BID SUM

PROJECT: IFB 2024-002 BOTTOMS DRIVE WATER RELOCATION 110 BOTTOMS DR.

No Bid will be considered unless the Responder is legally qualified, on the date of the Bid, under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws) as amended.

Total Bid Sum shall include all associated cost for labor, materials as required, equipment, system, fees, license, overhead, profit, insurance, and all applicable appurtenances.

Total Bid Sum must be accompanied by the Project's 'Materials Schedule'.

Bid Price Schedule:

1. The bidder declares that he understands that quantities are subject to adjustment by either increase or decrease and that should the quantities of any of the items of the work be increased, the undersigned proposes to do the additional work at the unit bid prices stated therein, and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid, and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the contract amount by direct increase or decrease.
2. By submission of this bid, each respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.
3. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.
4. The drawings, specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict arises between the drawings, specifications, and/or addenda, the problem shall be referred to SL&W as soon as possible for resolution.

TOTAL BID PRICE: _____ \$ _____

Copy availability of the Bid Document on the above terms is solely for the purpose of obtaining bid proposals and does not confer a license or grant permission for any other use of the Bid Document.

(Price must include all attachments as listed in specifications; and any associated warranty cost.)

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

CONTACT PHONE NUMBER

DATE OF BID

CONTACT EMAIL

CONTACT EMAIL

Seneca Light & Water (SL&W) reserves the right to reject any or all bids and to waive any irregularities as deemed fit and in its best interest.