



**CITY OF COLUMBIA**  
**AGENDA MEMORANDUM**

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**MEETING DATE:** July 19, 2016

**DEPARTMENT:** Purchasing

**FROM:** *Sandra Wright, Purchasing Agent*

**SUBJECT:** Contract Renewal, Compost Grinding - Bid #017-15-16

**FINANCIAL IMPACT:**

**ORIGINAL BUDGET:** \$205,269.51

I respectfully request City Council's approval for the contract renewal for Compost Grinding, Fiscal Year July 2016 through June 2017 as requested by the Solid Waste Department. This is Year one of two annual option to extend stated in the original contract with Martin Edwards & Associates, Bid #017-15-16.

I ask that you seek Council's approval to continue the contract renewal with Martin Edwards & Associates Inc., at an amount not to exceed the following cost.

Qty.	Description	Total Extended Amount
1 Lot	Compost Grinding	\$205,269.51

Martin Edwards & Associates is located in Erwin, NC 28339.

This will be charged as follows:

Public Works: Solid Waste Compost - Special Projects  
1014406-638500 \$205,269.51

**ATTACHMENTS:**

- Signed Contract Renewal Letter - Compost Grinding (PDF)
- Original Award Info-Martin Edwards & Associates Inc (3) (PDF)
- Original Response Info-017-15-16 Compost Grinding Bid Tabulation (PDF)



We Are Columbia

May 2, 2016

Ms. Jackson  
Martin Edwards & Associates Inc.  
P.O. Box 35  
Erwin, NC 28339

Re: Contract Renewal, Bid 017-15-16, Compost Grinding

Dear Ms. Jackson:

The current award period for the referenced contract will expire on June 30, 2016. There is a provision, for an extension in this contract for two (2) additional one (1) year annual option to extend through June 30, 2017. I am inquiring to see if you would be interested in extending the contract, noted for an additional one (1) year period, July 1, 2016 to June 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for the optional years, ending June 30, 2018, at the current rate as outlined in Bid 017-15-16 with the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please e-mail a copy of this signed letter back to our office no later than 5:00 PM on Monday, May 9, 2016. In addition, please mail the *original* signed version of this letter back to me while retaining a *copy* for your files.

I am looking forward to your response.

*G. William Henry II*

G. WILLIAM HENRY II, BUYER  
City of Columbia Purchasing Division  
1136 Washington Street, 4th Floor  
Columbia, SC 29201  
Phone: 803-545-3474 Fax: 803-733-8408  
Email: gwhenry@columbiasc.net

I agree to extend the current contract (Bid 017-15-16), for the third optional year, ending June 30, 2017 at the current rate per year and the same terms and conditions.

Yes  No

Rickie L. Day 5-3-16  
Signature/Date

Rickie L. Day  
Printed Name of Signer

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submit Responses Online using the City of  
Columbia's Bid Online  
Phone Number: (803)545-3470**

**CITY OF COLUMBIA  
INVITATION TO BID  
BIDDER ACKNOWLEDGEMENT**

**Date: November 25, 2015**

**Bids will be opened at 11:00 A.M. on  
12/9/15 and may not be withdrawn within  
60 days after such date and time.**

**Bid No: 017-15-16**

**Bid Title: Compost Grinding**

**Vendor Name: *Martin Edwards + Associates Inc.***

**Vendor Mailing Address: *PO Box 35***

**City-State-Zip: *Erwin, NC 28339***

**Telephone No: *910-694-2058***

**Fax No: *910-892-6219***

**Reason For No Bid:**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE (MANUAL)  
*Rickie Day / President*  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE/TITLE (TYPED)  
*RDAYDGS@AOL.COM*  
 \_\_\_\_\_  
 E-MAIL ADDRESS

**General Conditions**

Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.
2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids.  
NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.
  - A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
  - C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.
  - E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

**General Conditions Continued**

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision
7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Purchasing Division for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.
11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Purchasing Division, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- A. Suppliers name being removed from the Purchasing Division's vendor mailing list.
  - B. All City divisions being advised not to do business with the supplier without written approval from the Purchasing Division until such time as the supplier reimburses the City for all reprocurement and cover costs.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
  - C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
  - D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.
14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.
15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
16. **RENEWAL:** The Purchasing Division reserves the option to renew the period of this contract, or any portion thereof, for an additional contract period. Renewal of the contract period shall be by mutual agreement in writing.
17. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
18. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
19. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.
20. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.
21. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.
22. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

23. If this invitation to bid is for professional services to be rendered by the vendor, the Addendum to the Invitation for Bids for Professional Services shall apply as if fully set forth herein verbatim.

24. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

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

#### **SC ILLEGAL IMMIGRATION REFORM ACT**

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

An overview is available at [www.columbiasc.net/purchasing](http://www.columbiasc.net/purchasing)

#### **LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY**

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

An overview is available at [www.columbiasc.net/purchasing](http://www.columbiasc.net/purchasing)

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

**Bid No: 017-15-16**

Page No: 4

**PURCHASING DIVISION  
1136 WASHINGTON STREET 4<sup>TH</sup> FL.  
COLUMBIA, S.C. 29201**

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

Sealed bids for **Compost Grinding** is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until **11:00 AM December 9, 2015** then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to **City of Columbia Landfill located on Humane Lane, Columbia SC.**

All prices bid must include all costs of transportation to the required destination.

Bid No. 017-15-16

By: Charlene Pelzer Maffett Buyer  
Charlene Pelzer Maffett

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<b>QUANTITIES/COMMODITIES, OR SERVICES</b>	<b>UNIT PRICE DOLLAR CENTS*</b>
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The City of Columbia is requesting bids from qualified bidders for Compost Grinding. Beginning: January 2016 or as soon as approved by City Council. The initial contract term will extend for approximately six (6) months, terminating: June 30, 2016, with an option to extend two (2) additional one year period, if mutually agreed upon in writing. The total contract term shall not 2 ½ years. All prices remain in effect throughout the term of any potentially awarded contract.

Total Combined Extended Cost (Lots 1-7): \$ 205,269.51

**Note:**

- 1. Upon submitting bid response using Bid Online, vendor will attach to Bid Online, mail, and/or hand deliver pages 1, 4, 8 thru 12 of bid package and as well as all literature and specifications to the Purchasing Department 1136 Washington Street 4th Floor Columbia, SC 29201 by December 9, 2015 at 11:00 A.M**
- 2. All questions should be submitted to Bid Online by December 1, 2015 at 2:00 P.M. (EST).**

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

**TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS**

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

1. The Contract shall be for the period beginning January 6, 2016 or as soon as approved by City Council. The initial contract term will extend approximately six (6) months, terminating: June 30, 2016, with an option to extend two (2) additional one year period, if mutually agreed upon in writing. The maximum term, including the initial term, shall not extend beyond June 30, 2018.
2. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
3. All prices shall be firm for the contract period.
4. Bid must be returned in a sealed envelope with the Company name, bid number, opening time and date on front of the envelope.
6. Please return only fully completed pages 1, 4, 8 thru 12.
7. Bidders must submit pricing on **Total Combined Extended Cost** only on Bid-Online.
8. Bid pricing will be all inclusive. No other costs or charges will be accepted.
9. The City of Columbia reserves the right to award on one (1) or more lots based on the funding availability.

## **SPECIFICATIONS**

### **Lots 1- 5 Compost Grinding Specifications**

All material to be ground is numbered **Lots 1 thru 5** in the **Bid**.

It is the City of Columbia's intent to grind all of the material, but based on funding availability, the City may elect to award the **Bid** to one Bidder for grinding, selecting individual numbered windrows to grind within its budget.

The successful contractor must use a 3-inch screen for all the Grind material.

The successful contractor will be required to move material away from grinding operation.

The successful contractor must place aside stumps and large logs that will be ground separately.

The successful contractor may be required to work with end user contractor.

### **Lots 6 and 7 Screening Specifications**

All material to be screened is numbered **Lots 6 and 7** in the **Bid**.

It is the City of Columbia's intent to screen all of the material, but if full funding is not available, the City will award the **Bid** to one Bidder for screening, selecting individual numbered windrows to screen within its budget.

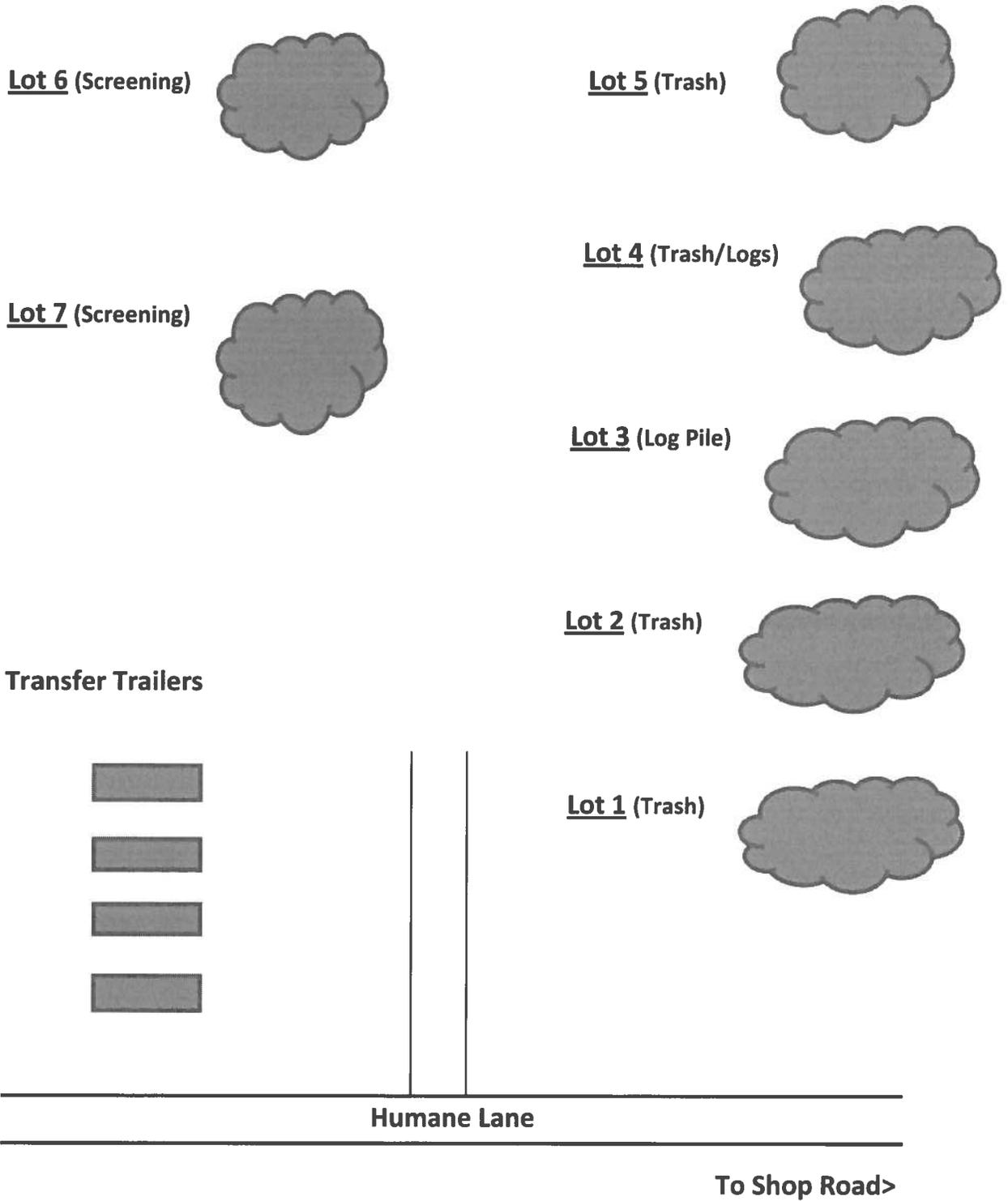
The material must be screened to  $\frac{3}{4}$  of an inch.

City of Columbia will haul off contaminants from screening.

**\*All Bidders must schedule an appointment to review material to be screened and composted prior to Bidding. Bidders need to call the Solid Waste Division (803) 545-3800 and speak with Alvin Cannaday or John Hooks to schedule an appointment.**

See Site Map on next page.

**Site Map**



## Pricing Sheet

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### Compost Grinding (Lots 1-5)

<u>Lot 1:</u>	Per Cubic Yard: \$ <u>2.65</u>
	Extended Cost: \$ <u>31,448.72</u>
<u>Lot 2:</u>	Per Cubic Yard: \$ <u>2.65</u>
	Extended Cost: \$ <u>22,385.40</u>
<u>Lot 3:</u>	Per Cubic Yard: \$ <u>2.65</u>
	Extended Cost: \$ <u>28,597.93</u>
<u>Lot 4:</u>	Per Cubic Yard: \$ <u>2.65</u>
	Extended Cost: \$ <u>32,136.05</u>
<u>Lot 5:</u>	Per Cubic Yard: \$ <u>2.65</u>
	Extended Cost: \$ <u>40,241.71</u>

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### Screening (Lots 6 & 7)

<u>Lot 6:</u>	Per Cubic Yard: \$ <u>3.00</u>
	Extended Cost: \$ <u>21,472.20</u>
<u>Lot 7:</u>	Per Cubic Yard: \$ <u>3.00</u>
	Extended Cost: \$ <u>28,987.50</u>

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Total Combined Extended Cost (Lots 1 -7): \$ 205,269.51

**\*Bidders must submit pricing on Total Combined Extended Cost only in Bid Online\***

*Will be issued  
once Bid Tabulations  
are made available.*

**Performance and Payment Bond**

KNOW ALL MEN BY THESE PRESENTS that we

(1) \_\_\_\_\_, a (2) \_\_\_\_\_

hereinafter called Principal, and (3) \_\_\_\_\_

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

in the penal sum of \_\_\_\_\_ **(\$000,000.00)**

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

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, a copy of which is hereto attached and made a part hereof for supplying certain

**Project: # Bid #017-15-16 Compost Grinding**

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

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

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

IN WITNESS WHEREOF this instrument is executed in **four (4)** counterparts each one of which shall be deemed an original this \_\_\_\_\_ day of \_\_\_\_\_, **2015**.

ATTEST:

\_\_\_\_\_  
Principal Secretary

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST:

\_\_\_\_\_  
Surety Secretary

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
South Carolina Registered Agent

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

(Attach Power of Attorney where applicable)

**NOTE: DATE OF BOND MUST BE PRIOR TO DATE OF CONTRACT**

NONCOLLUSION AFFIDAVIT

State of North Carolina )

County of Harnett<sup>ss.</sup> )

Rickie Day being first duly sworn, deposes and says that:

(1) He is President of Martin Edwards + Associates, Inc. the Bidder that has submitted the attached Bid:

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

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

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

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

(Signed) *RD*  
President  
(Title)

Subscribed and sworn to before me

this 8<sup>th</sup> day of Dec, 2015

Lucrecia A. Jackson  
(Notary Public)

My commission expires 10-05-17





**City of Columbia**  
**Qualification Statement**  
**Local Business Enterprise (LBE)**  
**(DEPARTMENT OF UTILITIES & ENGINEERING)**

*Not Applicable*

Revised 1.10.14

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

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

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

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

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

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

**Address:** \_\_\_\_\_ **Type of Products or Services:** \_\_\_\_\_

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

**Business License Number:** \_\_\_\_\_ **County?** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **COC Vendor #** \_\_\_\_\_

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

**Owner's Name:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature)

**NOTARY** - Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public for the State of \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**Notary Name:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature)

Please submit this **ORIGINAL** document to:

Department of Utilities and Engineering  
Attn: LBE Administrator / Team  
PO Box 147 / 1136 Washington Street, 5<sup>th</sup> Floor  
Columbia, SC 29217

Tel: (803) 545 3369  
Fax: (803) 545-4130  
Email: [evcassell@columbiasc.net](mailto:evcassell@columbiasc.net)

Qualified /  Not Qualified: \_\_\_\_\_ **Date:** \_\_\_\_\_

(Compliance Authorized Signature)

**TERMS & CONDITIONS**

**TERMS & CONDITIONS FOR SERVICES**

- A. Time for Receiving Bids - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. Withdrawal of Bids - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. Bidders Present - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. Alternate Bids - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. Ambiguous Bids - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. Bid Opening Delay- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.
- G. Sales Tax and/or Use Tax - Bidders shall exclude in amounts bid payment of state sales tax and/or tax on all taxable materials to be furnished. Tax shall be shown as a separate figure. Tax will be added to your bid amount.
- H. Assignments - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. Manufacturers Brochures and Specifications Data - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

- J. Default - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charges have been satisfied.
- K. Venue - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. Exceptions- Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.
- M. Insurance - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the contractor and shall not contribute to it.
  - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
  - 3) The contractor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
  - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, cancelled, by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.
- 5) Worker Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection

afforded by the contractor's Worker Compensation Insurance. The contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

6) Liability Insurance - The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the

work by the Contractor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows:

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

b.) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

c.) Excess Liability Insurance: An excess liability policy naming the Contractor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$10,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

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

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

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

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

- O. Familiarity with Conditions and Site - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.

- P. Venue - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.

- Q. Performance Bond - Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to fifty (50) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina. Said surety shall be subject to approval by the Owner's attorney.

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

- S. All responses to Request for Bids should be made on forms provided with bid package.

T. Protest Procedures

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the contract unless fraudulent.

- U. Termination- The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency

by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

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

- V. Force Majeure-Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.
  
- W. Non-Discrimination-The successful respondent will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.
  
- X. Ethics-Vendor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

**Bid Tabulation Report**  
**REVISED**  
**017-15-16: COMPOST GRINDING**  
**Wednesday, December 09, 2015**

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
<b>Bidder ID: B001990 - McClam &amp; Associates, Inc.</b>					
1642 Holy Trinity Church Road Little Mountain, SC 29075-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor: N		
1	98859	COMPOST GRINDING As per described specifications	1	242,932.20	
<b>Total McClam &amp; Associates, Inc.</b>					<b>242,932.20</b>
<b>Bidder ID: B002036 - Martin Edwards &amp; Associates, Inc</b>					
10335 Ramsey Street Linden, NC 28356-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	98859	COMPOST GRINDING As per described specifications	1	205,269.51	
<b>Total Martin Edwards &amp; Associates, Inc</b>					<b>205,269.51</b>
<b>Bidder ID: B002223 - American Property Experts</b>					
606 Sunnyvale Drive Wilmington, NC 28412			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	98859	COMPOST GRINDING As per described specifications	1	0.00	0.00
<b>Total American Property Experts</b>					<b>0.00</b>

*Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.*