

<p align="center">Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470</p>		<p align="center">CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT</p>	
<p>Date: August 2, 2016</p>		<p>Bids will be opened at 10:00 A.M. Friday, 8/12/16 and may not be withdrawn within 60 days after such date and time.</p>	
<p>Bid Title: Concrete and Asphalt</p>		<p>Bid No: 008-16-17-MN</p>	
<p>Vendor Name:</p>		<p>Reason For No Bid:</p>	
<p>Vendor Mailing Address:</p>			
<p>City-State-Zip:</p>			
<p>Telephone No:</p>			
<p>Fax No:</p>			
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.</p>		<p>_____</p> <p>AUTHORIZED SIGNATURE (MANUAL)</p>	
		<p>_____</p> <p>AUTHORIZED SIGNATURE/TITLE (TYPED)</p>	
		<p>_____</p> <p>E-MAIL ADDRESS</p>	
<p>General Conditions</p>			
<p>Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.</p>			
<p>1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.</p>			
<p>2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.</p>			
<p>3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.</p>			
<p>4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.</p> <p>A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p> <p>B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.</p> <p>C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p> <p>D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.</p>			
<p>5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.</p>			

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision
7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Purchasing Division for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.
11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Purchasing Division, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- A. Suppliers name being removed from the Purchasing Division's vendor mailing list.
 - B. All City divisions being advised not to do business with the supplier without written approval from the Purchasing Division until such time as the supplier reimburses the City for all 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 2027). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to established either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

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

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

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

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

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

Sealed bids for **Concrete and Asphalt** are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 10:00 (A.M.) Friday, August 12, 2016 then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to the City of Columbia.

Bid No. 008-16-17-MN

By: *Michelle Novak*, Buyer
 Michelle Novak

QUANTITIES/COMMODITIES, OR SERVICES	TOTAL PRICE DOLLAR CENTS*
LOT #1 Aggregate	TOTAL PICKUP PRICE
1 FILL SAND	\$ _____
2 TOP SOIL	\$ _____
3 SAND CLAY/BALL FIELD	\$ _____
4 MASONRY SAND	\$ _____
5 WASHED WHITE SAND DOES NOT MEET C-33	\$ _____
6 WASHED WHITE SAND DOES MEET C-33	\$ _____
7 WASHED SAND DOES MEET C-33	\$ _____
LOT #2 Hot Laid Asphalt	TOTAL PICKUP PRICE
8 ASPHALT SURFACE COURSE TYPE B	\$ _____
9 ASPHALT SURFACE COURSE TYPE C	\$ _____
10 ASPHALT SURFACE COURSE TYPE E	\$ _____
11 INTERMEDIATE COURSE TYPE B	\$ _____
12 INTERMEDIATE COURSE TYPE C	\$ _____
13 INTERMEDIATE BASE COURSE TYPE B	\$ _____
14 INTERMEDIATE BASE COURSE TYPE C	\$ _____
LOT #3 Cold Laid Asphalt	TOTAL PICKUP PRICE
15 ASPHALT COLD LAID Type II	\$ _____
16 ASPHALT COLD HP	\$ _____
LOT #4 Concrete	TOTAL PICKUP PRICE
17 CONCRETE FLOWABLE FILL EXCAVATABLE >5CY	\$ _____
18 FLOWABLE FILL <5CY	\$ _____
19 CONCRETE FLOWABLE FILL NON-EXCAVATABLE >5CY	\$ _____
20 CONCRETE FLOWABLE FILL NON-EXCAVATABLE <5CY	\$ _____
21 CONCRETE 3000 PSI >5 CY	\$ _____
22 CONCRETE 3000 PSI < 5CY	\$ _____
LOT #5 MISCELLANEOUS PACKAGE CONCRETE & ASPHALT	TOTAL DELIVERED PRICE
23 PORTLAND CEMENT 90 LBS BAG	\$ _____
24 AQUAPHALT PATCH 3.5 GAL PAIL	\$ _____
25 GREEN PATCH 50 LBS	\$ _____
26 PERMA PACTH 60 LBS BAG	\$ _____

*Total Prices are to be entered into Bid Online. **DO NOT** include sales tax in the cost proposal.

Vendor must have a City of Columbia Business License before an award will be made.
If Vendor has a City of Columbia Business License, list here: # _____

Award Criteria: Awards will be based on pick up price totals only; however vendor shall indicate optional delivered pricing in Appendix B for reference. Transportation delivery fee, mileage rates and fuel surcharges should also be noted in Appendix B. under Miscellaneous Fees.

Note:

- 1. Bid responses to include pricing and attachments shall be submitted by using the City's Bid Online system. Vendors must also mail or hand carry bid responses to included pages 1, 4-5, 7-12, Appendix A page 20 and Appendix B page 21 to 1136 Washington Street, 4th Floor, Columbia, SC 29201 before bid opening. Package deliveries must be clearly marked BID # 008-16-17-MN Concrete and Asphalt.**
 - 2. All questions must be submitted to Bid Online by August 09, 2016 at 12:00 P.M.**
 - 3. All bids (pricing) must be submitted online.**
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I. Scope of Work

The City is requesting bids from qualified vendors to supply Concrete and Asphalt materials. All applicable materials listed in Appendix A. shall conform to City of Columbia and Current South Carolina Department of Transportation (SCDOT) specification and standards. Vendors shall bid on any or all line items. This solicitation is for an indefinite delivery and indefinite quantity of estimated annual materials the City of Columbia will require under a multiple award contract. Multiple awards per line item will be based on price, lead time, location and other factors determined most advantageous to the City.

Term of Contract/Option to Extend: The term shall be for a period of one (1) year from the date of the contract approval, with 3 additional one (1) year options not to exceed 4 years (est. 7/30/2020). Pricing must remain firm for the initial 6 months of each annual contract term. Price adjustments will be evaluated for consideration based on adequate justification of increased cost relative in the Producers Price Indexes (PPI). Price adjustment requests must be received in writing 30 day prior to the 6 month benchmark dates of each contract term. The City may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available from the PPI for the applicable commodity, as determined by the City. The City may exercise an option if it appears to be in the best interest of the City and agreeable with the contracted vendor.

Delivery cost and fees shall not be a part of the evaluation, however optional delivered pricing shall be noted by all offerors in Appendix A. Vendor shall include all available pickup times, locations, contacts and standard lead times for materials within a 25 mile radius of 1737 Main Street, Columbia, SC 29201. The City will coordinate the pick-up of all materials.

Quantities specified in this solicitation are annual estimates only and are given for information and evaluation purposes. The annual estimates do not indicate actual quantities that will be ordered. The City reserves the right to increase or decrease quantities. The City reserves the right to make purchases from another source should the vendor not be able to meet the requirements

The City reserves the right to make purchases from any of the awarded vendors based on availability lead times and plant locations to job sites in order to save fuel, labor costs and recovery times.

All items with exceptions, substitutions, additions or qualifications to material in Appendix A. must be noted. Substitutions for material in Appendix A. will require a line by line comparative cut sheets analysis submitted by the vendor with a clear explanation of why the substitution meets and or exceeds brand name specified in Appendix A. It will be at the sole discretion of the City to authorize and or reject the acceptance of alternate materials.

Request for information and or questions concerning the solicitation are to be submitted to Bid Online prior to 12:00P.M., August 09, 2016.

II. Noncollusion Affidavit

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

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

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

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

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

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

IV. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

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

City of Columbia Office of Business Opportunities
1225 Lady Street, Suite 102
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

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

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

SUBCONTRACTING GOALS

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals _____%
MBE _____%
WBE _____%
LSA _____%

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

V. AFFIRMATIVE ACTION UTILIZATION GOALS
INCLUDING LABOR SURPLUS UTILIZATION PLAN

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

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

SBE MBE WBE Other _____

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

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

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

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

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

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

VI. LABOR SURPLUS UTILIZATION PLAN

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

Define the LSA here _____

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

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

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

Signature

Date

(Print Name)

Business Name



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

Revised 10.15.14

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

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

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

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

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

Company Name: _____

Address: _____ **Type of Products or Services:** _____

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

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor #** _____

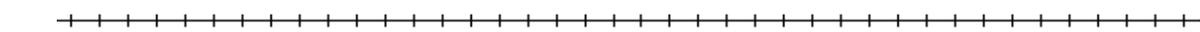
I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

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

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

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

Notary Name: _____ (Print) _____ (Signature)



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

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

Qualified / Not Qualified: _____ **Date:** _____

(Compliance Authorized Signature)

TERMS & CONDITIONS

- A. Time for Receiving Bids - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. Withdrawal of Bids - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. Bidders Present - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. Alternate Bids - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. Ambiguous Bids - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. Bid Opening Delay- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. Sales Tax and/or Use Tax - Do not include any taxes that the City may be required to pay in the price. All prices and notations should be printed in ink or typewritten. Upon submission of a bid, the Purchasing Division will compute 8% sales and use tax when applicable (service and labor excluded), in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 447-174-95.
- H. Assignments - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. Manufacturers Brochures and Specifications Data - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.
- J. Default - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging contractor with any excessive costs. Should such charges be

assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charges have been satisfied.

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

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

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

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

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

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

- O. Familiarity with Conditions and Site - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the

contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.

- P. Subcontractors – Contractors planning to subcontract a portion of this contract will need to identify and submit a list with their bid of their proposed subcontractors (all subcontractors must be in good standing with SCDOT. The City has the right to check the subcontractors' background and make a determination on either approving or rejecting the use of a proposed subcontractor. Any negative response may result in the disqualification of the subcontractor.
- Q. 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.
- R. All responses to Request for Bids should be made on forms provided with bid package.
- S. 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.

- T. 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.

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

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

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

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

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



The following is the Holiday schedule for calendar year 2016

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

LOT #1 Aggregate				¹ PICK UP PRICING			DELIVERED PRICING		
ITEM	QTY	U/M	DESCRIPTION	MIN. QTY	UNIT PRICE	TOTAL PRICE	MIN. QTY	UNIT PRICE	TOTAL PRICE
1	400	TON	FILL SAND			*			
2	2200	TON	TOP SOIL			*			
3	1200	TON	SAND CLAY/BALL FIELD			*			
4	500	TON	MASONARY SAND			*			
5	100	TON	WASHED WHITE SAND DOES NOT MEET C-33			*			
6	100	TON	WASHED WHITE SAND DOES MEET C-33			*			
7	100	TON	WASHED SAND DOES MEET C-33			*			
LOT #2 Hot Laid Asphalt				PICK UP PRICING			DELIVERED PRICING		
ITEM	QTY	U/M	DESCRIPTION	MIN. BATCH QTY	UNIT PRICE	TOTAL PRICE	MIN. BATCH QTY	UNIT PRICE	TOTAL PRICE
8	5	TON	ASPHALT SURFACE COURSE TYPE B			*			
9	2500	TON	ASPHALT SURFACE COURSE TYPE C			*			
10	5	TON	ASPHALT SURFACE COURSE TYPE E			*			
11	100	TON	INTERMEDIATE COURSE TYPE B			*			
12	100	TON	INTERMEDIATE COURSE TYPE C			*			
13	100	TON	INTERMEDIATE BASE COURSE TYPE B			*			
14	100	TON	INTERMEDIATE BASE COURSE TYPE C			*			
LOT #3 Cold Laid Asphalt				PICK UP PRICING			DELIVERED PRICING		
ITEM	QTY	U/M	DESCRIPTION	MIN. BATCH QTY	UNIT PRICE	TOTAL PRICE	MIN. BATCH QTY	UNIT PRICE	TOTAL PRICE
15	200	TON	ASPHALT COLD LAID Type II			*			
16	100	TON	ASPHALT COLD HP			*			
LOT #4 Concrete				PICK UP PRICING			DELIVERED PRICING		
ITEM	QTY	U/M	DESCRIPTION	MIN. BATCH QTY	UNIT PRICE	TOTAL PRICE	MIN. BATCH QTY	UNIT PRICE	TOTAL PRICE
17	5000	CY	CONCRETE FLOWABLE FILL EXCAVATABLE >5CY			*			
18	5000	CY	FLOWABLE FILL <5 CY			*			
19	500	CY	CONCRETE FLOWABLE FILL NON-EXCAVATABLE >5CY			*			
20	500	CY	CONCRETE FLOWABLE FILL NON-EXCAVATABLE <5CY			*			
21	1500	CY	CONCRETE 3000 PSI >5CY			*			
22	1500	CY	CONCRETE 3000 PSI <5CY			*			
LOT #5 Miscellaneous Packaged Concrete & Asphalt				PICK UP PRICING			DELIVERED PALLET PRICING		
ITEM	QTY	U/M	DESCRIPTION	MIN. QTY	UNIT PRICE	TOTAL PRICE	QTY/PALLET	UNIT PRICE	TOTAL PRICE
23	700	BAGS	PORTLAND CEMENT 90 LBS BAG						*
24	250	PAIL	AQUAPHALT PATCH 3.5 GAL PAIL						*
25	600	BAGS	GREEN PATCH 50 LBS						*
26	900	BAGS	PERMA PACTH 60 LBS BAG						*

*Pricing to be entered in Bid Online

¹ Pick up pricing for all items shall include all cost associated with loading of materials into City of Columbia trucks at the vendors plant/warehouse.

² Minimum batch quantity- Minimum quantity vendor will provide for pickup without additional fee and or Minimum quantity required for delivery.

Appendix B

Plant location

LOT #1 Aggregate		PICK UP LOCATIONS				
ITEM	DESCRIPTION	ADDRESS	ADDRESS	CONTACT	BUSINESS HOURS	PHONE #
1	FILL SAND					
2	TOP SOIL					
3	SAND CLAY/BALL FIELD					
4	MASONARY SAND					
5	WASHED WHITE SAND DOES NOT MEET C-33					
6	WASHED WHITE SAND DOES MEET C-33					
7	WASHED SAND DOES MEET C-33					
LOT #2 Hot Laid Asphalt		PICK UP LOCATIONS				
ITEM	DESCRIPTION	ADDRESS	ADDRESS	CONTACT	BUSINESS HOURS	PHONE #
8	ASPHALT SURFACE COURSE TYPE B					
9	ASPHALT SURFACE COURSE TYPE C					
10	ASPHALT SURFACE COURSE TYPE E					
11	INTERMEDIATE COURSE TYPE B					
12	INTERMEDIATE COURSE TYPE C					
13	INTERMEDIATE BASE COURSE TYPE B					
14	INTERMEDIATE BASE COURSE TYPE C					
LOT #3 Cold Laid Asphalt		PICK UP LOCATIONS				
ITEM	DESCRIPTION	ADDRESS	ADDRESS	CONTACT	BUSINESS HOURS	PHONE #
15	ASPHALT COLD LAID Type II					
16	ASPHALT COLD HP					
LOT #4 Concrete		PICK UP LOCATIONS				
ITEM	DESCRIPTION	ADDRESS	ADDRESS	CONTACT	BUSINESS HOURS	PHONE #
17	CONCRETE FLOWABLE FILL EXCAVATABLE					
18	CONCRETE FLOWABLE FILL NON-EXCAVATABLE					
19	CONCRETE 3000 PSI					
LOT #5 Miscellaneous Packaged Concrete & Asphalt		PICK UP LOCATIONS				
ITEM	DESCRIPTION	ADDRESS	ADDRESS	CONTACT	BUSINESS HOURS	PHONE #
20	PORTLAND CEMENT 90 LBS BAG					
21	AQUAPHALT PATCH 3.5 GAL PAIL					
22	GREEN PATCH 50 LBS					
23	PERMA PACTH 60 LBS BAG					

Miscellaneous Cost

Please include any additional fees below associated with delivery charges, mileage rates, hold times, fuel surcharges and or material additives, ex.(Calcium 1%, Calcium 2% Nonchloride Acid)
