

<p>Please submit your bids or questions to : Mrs. Dollie Bristow, CD Administrator, City of Columbia Community Development Department. 1225 Lady Street, Suite 102, Columbia, SC 29217 Phone: 803-545-3371/ ddbristow@columbiasc.net</p>	<p>CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT</p>
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Date: 9-13-11	Bids will be opened at 4:30 (P.M.) on 09/23/2011 and may not be withdrawn within 60 days after such date and time.	Bid No: 00012-11-12 COC Website
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Bid Title: Lead Base Paint Consultant	Reason For No Bid:
Vendor Name:	
Vendor Mailing Address:	
City-State-Zip	
Telephone No:	
Fax No:	

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

Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System shall 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. Failure to respond three (3) times in succession without justification shall be cause for removal of the supplier from the bid online bidder database. NOTE: To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.
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. 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(Con't)

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. **LICENCES 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.

General Conditions(Con't)

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

PIGGYBACK PURCHASES PROGRAM

It is the intention of this solicitation to allow for other governmental and non-profit agencies operating within the State of South Carolina is permitted to procure the same products and services from the servicing Vendor/Contractor, under the same terms and conditions set forth under the final negotiated and/ or awarded contract between Vendor/Contractor and the City. It is suggested that all such procurements reference the solicitation number that is assigned by City of Columbia.

The use of the agreement by any unit of government will be optional.

Sales to any unit of government by the Vendor/Contractor shall be optional.

The successful Vendor/Contractor to whom an award is made must agree to allow the prices offered on this proposal extended to governmental entities. The prices, terms, or conditions may be the same, allowing for minor changes based on the geographical, demographical and financial requirements and allowances.

Any resulting Agreement is solely between supplier and third party entities of government. Billings for items purchased from any agreement negotiated utilizing this Piggyback Clause shall be directed to the governmental agency purchasing these items.

City of Columbia shall not be responsible for any problems, which may arise between other units of government and the Vendor/Contractor as a result of any negotiated terms and conditions, sales and/or purchases made.

Participation of other governmental entities will be not considered in making of awards under this solicitation.

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

Bid No: 00012-11-12

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**COMMUNITY DEVELOPMENT
1225 LADY STREET, STE 102
COLUMBIA, SC 29201**

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

Sealed bids for a **Lead Base Consultant** for the Community Development Department is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received until 4:30 p.m. (EST) September 23, 2011 then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to: areas identified within the City of Columbia

Bid No. 00012-11-12

By: _____

COMMODITIES/SERVICES:

Bid Price without tax

LEAD BASE PAINT CONSULTANT HOURLY RATE _____*

* The "per hour" price should be the amount submitted.

- **Last day for questions is September 20, 2011, 3:00 PM**
Please address your questions to:
Mrs. Dollie Bristow, CD Administrator,
City of Columbia Community Development Department.
1225 Lady Street, Suite 102, Columbia, SC 29217
Phone: 803-545-3371/ ddbristow@columbiasc.net
- **Submit your bids no later than 4:30 (P.M.) September 23, 2011 to:** Mrs. Dollie Bristow, CD Administrator, City of Columbia Community Development Department, 1225 Lady Street, Suite 102, Columbia, SC 29217

NOTICE TO BIDDERS: Bids must be submitted as stated above. 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.

SPECIFICATIONS

This is an Invitation for Bid to conduct residential Lead-Based Paint Detection Services for single-family and/or multi-family residential dwelling units in the City of Columbia. As required by the United States Department of Housing and Urban Development (HUD), municipalities using CDBG/HOME funds to rehabilitate qualifying single and multi-family residential properties must identify lead-based paint and make every attempt to abate found substances. It is the intention of the City to enter into a contract with a period of one (1) year with the awarded bidder. Upon the expiration of the contract period, the contractor will be invited to once again go thru the bid process. A contract award and renewal is not guaranteed.

The City of Columbia invites and will receive bids duly filed as provided herein for work outlined in the Scope of Services. All bids are due no later than **September 23, 2011, 4:30 P.M.**

Lead-Based paint hazard control activities include, but are not limited to inspection/assessment, work specification reporting, project monitoring during removal or interim control activities, and clearance testing and federal and/or state reporting. These activities are required under the following federal and state statutes and regulations:

- Title 24 of the Code of Federal Regulations under Part 35 (24 CFR 35)
- Title X - 42 U.S.C. 4852 (d)-Joint HUD/EPA Regulations governing Lead-based Paint Hazard Reduction
- 40 CFR 745-Environmental Protection Agency (EPA) Lead-based Paint Abatement Notification Requirements
- 29 CFR 1926.59 -- OSHA Hazard Communication Requirements

B. COMMUNITY DEVELOPMENT VISION AND GOAL

To upgrade, improve or revitalize low-income neighborhoods or those adversely affected by slums and blighting conditions, and to improve the quality of life for low-income households. The Community Development Department is committed to making the City of Columbia and its neighborhoods a better place to live and work.

Funding for most of the Department's programs is from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA), Home Investment Partnership Program (HOME), Section 108 Guarantee Loan and Economic Development Initiative (EDI).

SCOPE OF SERVICES

A. For Residential Rehabilitation Program Lead-Based Paint Detection Consultant

The Certified-eligible, Lead-based Paint Detection Consultant (hereinafter referred to as "Consultant"), will be responsible for conducting lead-based paint inspection, in conjunction with the City's Residential Rehabilitation Program, Operation Paint Brush Program, Weatherization Program, Home Works, and Greenview Emergency Program..

The City of Columbia is committed to providing decent, safe and sanitary housing for very-low, low- and moderate-income residents. One opportunity is to rehabilitate the existing housing stock and ensure that it is made available to income-qualifying residents. Since a significant portion of the existing residences were constructed prior to 1978, the City guarantees that lead inspections are conducted and based on the results of the inspection, lead-based paint is abated as verified by the initial lead inspection consultant.

The Consultant will conduct site visits before, during and after lead-based paint hazard control activities as directed by the City in order to ensure compliance with all applicable federal, state and local laws. The Consultant will monitor contractor work as defined by the scope of work and ensure that all project properties have required documentation and reporting that all properties were tested, abated and properly disposed.

The Consultant will be responsible for assuring the City's compliance with the following activities required by HUD and EPA:

- 1) Periodically survey the regulated areas from inside and outside.
- 2) Verify that all owners of pre-1978-built housing participating in the specific housing rehabilitation program receive the pamphlet "Protect Your Family from Lead in Your Home" (EPA Brochure 747-k-99-001 -- distributed by INHS, Inc.) and that an affidavit is on file certifying same.
- 3) Perform lead-based paint evaluations (visual assessment, paint testing, risk assessment, lead hazard screen) on every pre-1978 residence participating in the residential rehabilitation program by surveying the properties. Depending on the level of rehabilitation assessed for each qualifying property as part of the program along with the project budget, the inspector will be instructed to either inspect solely the areas to be disturbed or the entire property for complete property abatement.
- 4) Conduct an inspection/assessment evaluation of the residential areas that will be disturbed by rehabilitation activities to determine whether lead-based hazards are present in the home, in accordance with acceptable standards for federal and/or residential lead levels.

5) Complete a risk assessment report documenting required owner and property information, inspection and testing methodology, summary of inspection results, including XRF testing raw data and laboratory analysis results/reports, summary of recommended lead-based paint hazard reduction and control options/specifications.

6) Prepare lead-based paint hazard reduction work/control specifications, for each pre-1978 built unit participating in the residential rehabilitation program, testing positive for the presence of unacceptable levels of lead-based paint hazards.

7) Prepare and submit required reporting documentation to HUD, EPA (if required) and the South Carolina Department of Health & Environmental Control (DHEC) on all approved projects with lead-based paint hazard levels exceeding minimum, federally acceptably lead levels.

8) Submit a copy of the lead-based paint hazard work reduction specifications to the City and appropriate federal state agencies for coordination with certified contractors for completion of required lead-based paint hazard reduction/control activities.

9) Provide on-site, project monitoring services for all lead-based paint reduction and control activities conducted within and around the homes of residential rehabilitation program participants. This includes certification verification (obtain copies of current/valid certifications from contractors conducting lead-based paint hazard reduction activities) and file appropriate notifications of disposal of hazardous waste materials.

10) Notify the City of any potential regulatory or specification violations that become evident through such monitoring activities.

11) Maintain a dedicated site-specific field log for all project activities. Entries will be made for every day that monitoring activities take place and should contain sufficient notes to enable the City to understand conversations, instructions and other activities that took place at the work site.

12) Be responsible to periodically submit to the City a close-out report certifying that the project complied with all applicable federal, state, and local laws.

13) Completion of Lead based tests performed on single family house i.e. 3-bedrooms, 2 bathrooms would be in the following locations:

- Exterior Stucco Wall: 2 samples
(2 different 10'x10' areas)
- Exterior Window Trim: 1 sample (12 lineal feet)
- Exterior under Eaves: 2 samples (one section 2'x32')
- Interior Kitchen Wall: 2 samples (8'x12')

(2 different 8'x12' areas)

- Bathroom Base Cabinet: 1 sample
- Bathroom Wall: 1 sample (8'x6')
- Child Bedroom Wall: 2 sample (8'x12')
(2 different 8'x12' areas)
- Family Room Wall: 2 samples (8'x12')
(2 different 8'x12' areas)

The closeout report shall, at a minimum, include the following:

- Summary of construction activities completed
- Project-related paperwork (logs, air/wipe samples, laboratory reports, hazardous waste manifest, and correspondence)
- Conclusion and recommendations
- Certification that the project complied with the federal, state, and local lead-based paint requirements.
- Consultant shall provide all labor, tools, materials and equipment necessary for providing inspections, laboratory testing, lead-based paint hazard removal work specifications, construction project monitoring and lead-based paint hazard waste removal/disposal report services for the City's Residential Rehabilitation Program, Operation Paint Brush Program, Weatherization Program, Home Works, and Greenview Emergency Program services will be provided on an as needed basis, as required by the City.

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J. CONTRACTOR MINIMUM QUALIFICATION – CONTRACTORS

A. Please include **3** References from other cities or government agencies to include:

- a. Reference Contact name and number
- b. Amount (number of sites/properties) of work conducted
- c. Type of activities conducted for each reference

B. Please include information regarding the background and capacity of the company to include:

- a. Type of Company (sole proprietor, partnership, etc.)
- b. Number of Employees
- c. Years in Operation
- d. Minority or Women Owned Business Status

1. Performance of Work and Reporting:

Due to the time sensitive nature of the program, the Consultant is expected to begin the inspection of the assigned property no later than seven (7) calendar days after being issued the Notice to Proceed from the City which will specify the address of the assigned property. The site inspection and testing of samples must be completed within five (5) calendar days from the initial start date and a completed Lead-Based Paint Inspection Report including laboratory results must be delivered to the City within thirty (30) days from the date of the Notice to Proceed.

2. Certifications

Contractors shall be properly licensed in accordance with federal regulations and the laws of the State of South Carolina Division of Occupational Safety and Health (OSHA). In accordance with the Department of Health & Environmental Control for Lead Inspector/Risk Assessor and Project Monitor, all project coordinators associated with contractors must be registered with the State of South Carolina and provide evidence of current certifications. Contractor shall maintain required licenses and certifications in good standing, for the duration of the contract.

3. Inclusive Costs

Bid rates and costs shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise and no additional allowance will be made thereof, unless separate payment provision should specifically so provide. Bids submitted in response to the bid invitation without evidence/ proof of current required licenses and certifications shall be declared non-responsive and ineligible for further consideration.

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 retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Columbia, S.C.** or any person interested in the proposed Contract; and

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

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____



City of Columbia Qualification Statement Local Business Enterprise (LBE)

I certify that **My Company** meets all of the following qualifications below to be eligible for the local vendor preference.

Please check each box below:

- Is independently owned and operated (Ownership of a local business must be directly independent provided that the interest is controlled by the local firm).
- In good standing with State of South Carolina (Local business enterprise must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses).
- Has a business license (Local business license within any of the 7 CSA jurisdictions).
- At least one year of presence within the CSA Jurisdiction (Local business must have presence within any of the 7 CSA jurisdictions for at least one year prior to obtaining a LBE Certification issued by the City of Columbia). **See jurisdictions below*
- Has 50 % of employees residing within any of the 7 CSA jurisdictions (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 LBE may submit documentation to re-qualify.

Company Name: _____
Address: _____
Type of Products or Services: _____
Business License Number: _____
Phone Number: _____

I certify by 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 - any false information above may lead to penalties or sanctions by any of the 7 CSA jurisdictions.

Owner's Name: _____
Signature: _____
Sworn to before me this _____ **day of** _____, **20** _____
Notary Public for the State of _____
My Commission Expires: _____

To be completed by Authorized City of Columbia Compliance Officer:

Please submit this document to:
Eric Cassell
Compliance
11360 Washington Street, 5th Floor
Columbia, SC 29201
Tel: 803-545-3369
Fax: 803-545-4130

Vendor Qualified: _____ **Date:** _____
Authorized Signature

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

TERMS & CONDITIONS

II. For All Bids

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. Sales Tax and/or Use Tax - Bidders shall include 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.

G. Assignments - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.

H. 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.

I. 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.

J. 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.

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K. 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.