

**Mail Response To:** City of Columbia  
Purchasing Division  
1136 Washington St., 4<sup>th</sup> Floor  
Columbia, SC 29201

**Phone Number:** (803) 545-3472

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

**Date:**  
**September 17,  
2008**

Bids will be opened at **2:00 P.M.** on **10/03 /2008**, and may not be withdrawn within 60 days after such date and time.

**Bid#**  
**00032-08-09**

**Bid Title: CATERING SERVICES FOR EMPLOYEE PICNIC**

**Vendor Name**  
**Vendor Mailing Address**  
**City-State-Zip**  
**Area Code**    **Telephone #**  
**Fax #**

**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 sign 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)**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE/TITLE (TYPED)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

**General Conditions**

Sealed Bids: **All bid sheets and this form must be executed and submitted in a sealed envelope (Do not include more than one bid per envelope). The face of the envelope shall contain in addition to the above, an address, the date and time of the bid opening & the bid number. Bids not submitted on attached bid form 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 contain a manual signature of the authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name shall also appear on each page of the bid as required.

2. **NO BID: If not submitting a bid, respond by returning only the bidder acknowledgement form, marking it "No Bid", and explain the reason in the space provided above. Failure to respond three (3) times in succession without justification shall be cause for removal of the supplier from the bid mailing list. 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 form. It is the bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will 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 furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. 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 bidders 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.

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.

## General Conditions Continued

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 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 any way 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 suppliers breach of this contract or the suppliers 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.

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.

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

**Bid No. 00032-08-09  
Page: 3  
Date: September 17, 2008**


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

Sealed bids for furnishing **CATERING SERVICES FOR EMPLOYEE PICNIC**, subject to the conditions, and all provisions, etc, set forth herein and attached, will be received at this office until **October 3, 2008, at 2:00 PM**, then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to **The Capital City Stadium located at 301 S. Assembly Street**.

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

**Address mailed bids,  
City of Columbia  
1136 Washington Street 4<sup>th</sup> Floor  
Columbia, S.C. 29201**

Bid No. 00032-08-09  
show this number on envelope

By:   
Buyer

<b>QUANTITIES/COMMODITIES, OR SERVICES</b>	<b>UNIT PRICE DOLLAR CENTS</b>	<b>AMOUNT DOLLAR CENTS</b>
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1 LOT FOOD AND EQUIPMENT AND UTENSILS FOR CATERER SERVICES FOR EMPLOYEE PICNIC – APPROXIMATELY 2000 - EMPLOYEES – (Thursday, October 23, 2008 from 10:45 AM to 3:00 PM)		
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Price per person - 2000 EA @ \$ \_\_\_\_\_ \$ \_\_\_\_\_

SEE ATTACHED SHEET FOR MENU AND SPECIAL NOTES.

**NOTE:**

- 1. Please direct all questions concerning this bid to Josephine Taylor, at 803-545-3472.**
- 2. All bidders shall submit two (2) copies of bid, (1 – original, 1 – copy).**
- 3. A pre-bid meeting will be held September 25, 2008, at 2:00 PM at the Bombers Stadium, 301 S. Assembly Street.**

NOTICE TO BIDDERS: Bids must be submitted on this form. 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.

## **MENU FOR EMPLOYEE PICNIC**

Pulled roasted or pulled baked white meat chicken (sauces on the side)

Roasted new potatoes

Whole green beans

Spring mixed salad with light dressings

Steamed mixed vegetables

Wheat rolls with butter (Smart Balance and/or Promise as an alternative to butter)

Peach & cherry cobbler with one being sugar free.

Lemonade, sweet and unsweetened tea and water.

Plates, napkins, utensils and cups. Use of reusable, recyclable, or bio-degradable products. Bio-degradable means that when put into a compost pile the material will decompose and become soil. (Chinet Style plates and paper napkins are acceptable)

Be able to provide 200 to-go lunches in carryout containers. List will be given to caterer prior to event. To-go orders will be set to be picked up at various times as not to overload staff and give freshest possible food.

### **TABLE AND TENTS**

Tables and tents will be provided by City. Prospective caterers will need to list number of tables and tents they may need to accommodate serving.

Caterer will be responsible for providing necessary equipment to keep food fresh for employees. (Heating and Cooling Equipment)

Ticketed employees are to be permitted one (1) trip through the food line, caterer filling their plate.

Client References: must provide three (3) references from companies or organizations that you have catered for that have approximately 2000 people.

Cater must have a current permit on file with DHEC.

Caterers are requested to visit the site and inspect the Capital Stadium prior to submitting a bid.

**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 \_\_\_\_\_**

## 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 has 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.

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.