

RFQ027251- BIDDER GUIDE

The following information is provided by the City of Columbus to assist you in navigating the formal bid procedures. This information is not to supersede or replace any of the actual bid specifications or requirements; its sole purpose is to provide information on the process. If you have any questions regarding the process, please contact the appropriate City of Columbus representative listed on the bid solicitation (for specification questions see instructions below).

Any addenda issued by the City of Columbus will be posted on this site. The City of Columbus will send notification of addenda to Bidders that have an active login id and password with Columbus Vendor Services and are registered for the commodity code(s) associated with this solicitation.

Though the notification methods above will be utilized to notify bidders of addenda it is ultimately the Bidder's responsibility to check this site for verification of any issued addenda.

IN ORDER FOR YOUR BID TO BE CONSIDERED: (CHECK ONE BELOW)

Pricing is to be entered into the corresponding lines in the body of the RFQ **OR**

The following documents must be completed and attached to your response. Complete this checklist to confirm the items required in your bid. Failure to submit the listed documents may be cause for rejection of your bid:

Reference Pages

Subcontractor Information

Experience Documentation

Literature

Warranty

Please refer to the Vendor Services User Guide for guidance using the Attachment feature to attach references, literature, warranty information and any other documentation as needed.

PLEASE NOTE – ALL ATTACHMENTS MUST BE IN PDF FORMAT TO ATTACH.

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.

To obtain a Contract Compliance number register at the City of Columbus Vendor Services website: <http://vendors.columbus.gov/sites/public>

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

City of Columbus Home Page: www.columbus.gov

Bid Discount /Proposal Incentive Request Form

This Bid Discount/Proposal Incentive Request Form must be included with the bid and proposal and submitted no later than the bid or proposal due date. Please complete the sections that apply.

The Minority Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Programs provide a bid discount and proposal incentive points to eligible businesses seeking to bid on City of Columbus contracts as prime contractors/prime consultants. To be eligible for either the bid discount or the proposal incentive credits, the prime contractor must be certified with the Office of Diversity and Inclusion in the necessary work classification at the time the submittal is due.

The Proposal Incentive points apply to professional service solicitations/contracts. For these contracts, the prime contractor’s ethnicity and gender are part of the evaluation criteria. A prime contractor that is a minority-owned or a woman-owned business certified with the Office of Diversity and Inclusion in the relevant field of work is assigned 5 percentage points during the evaluation process. The Proposal Incentive points are used in scoring the proposals and ranking the submittals.

The Bid Discount applies to construction and goods and services contracts when the award is based on low bid, and the prime contractor is a minority or woman-owned business or a minority or woman-owned joint venture certified with the Office of Diversity and Inclusion in the relevant work classification. The Bid Discount is 5% for construction and goods and services bids, not to exceed \$50,000 on a single bid. The Bid Discount allows an original bid amount to be discounted by 5% for purposes of evaluating and determining the lowest responsive bid. The original bid amount is the basis for the contract award. For example, a \$100,000 bid with a 5% Bid Discount is evaluated at \$95,000. However, \$100,000 would be paid if the bidder eligible for the discount was the successful bidder.

For additional information about the Minority and Woman-Owned Business Enterprise Program, please visit the Office of Diversity and Inclusion’s website.

(Please Attach Copy of Current MBE/WBE Certification Approval Letter)

CERTIFICATION OF AFFIDAVIT		
The information provided is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Columbus of Columbus		
Bid Name:	Bid Number:	Bid Opening Date:
Contracting Department:	Bid/Project Manager Name (as listed in bid documents):	
Certified Prime Contractor/Consultant Authorized Signature & Date: X	Printed name of the authorized signatory: X	Business Name:
Office of Diversity and Inclusion Staff Authorized Signature Only		
Office of Diversity and Inclusion Official Authorized Designee Signature: X	Date:	Approved Not Approved



INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may terminate and may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, and wage theft prevention, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the **UNIT PRICE** quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety

or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Chapter 362 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Subsection (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Subsection (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this solicitation are considered public records and WILL be released when a public records request is

INFORMATION FOR BIDDERS

made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

INFORMATION FOR BIDDERS (Continued)

IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
13. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional,

willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

14. The City will not indemnify the contractor and is prohibited from doing so.
15. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
16. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.
17. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, epidemics, pandemics, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

WAGE THEFT PREVENTION

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and seller is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title **must** be delivered to:

**Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

**City of Columbus, Department of Public Service
Asphalt Emulsions UTC
Detailed Specifications**

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** This proposal is to provide the City of Columbus with a Universal Term Contract to purchase various Asphalt Emulsions. These materials will be used by various City agencies for road repair throughout the City. The proposed contract will be in effect through June 30, 2026.
- 1.2 **Classification:** The successful bidder will make available for pickup an estimated seventeen thousand (17,000) gallons of Asphalt Emulsion SS-1H Dilute (Fog Seal), twelve thousand (12,000) gallons of Asphalt Emulsion RS-2, one hundred ninety thousand (190,000) gallons of Asphalt Emulsion RS-2 w/latex or HFRS-2, five thousand (5,000) gallons of Asphalt Emulsion HFMS-2, and seventeen thousand (17,000) gallons of Asphalt Emulsion SS-1H. Bidders are required to show experience in providing this type of material and/or services as detailed in these specifications.
- 1.2.1 **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of materials and/or warranty service for the past five years.
- 1.2.2 **Bidder References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 1.3 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at <http://vendors.columbus.gov/sites/public> and view this bid number.

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

- 2.1 Must meet or exceed all City, State, Federal safety guidelines and standards.
- 2.2 All OSHA applicable guidelines and standards.
- 2.3 City of Columbus (OH) Construction and Material Specifications 2018 section 702.04 page 641.
- 2.4 A.A.S.H.T.O. Specifications: American Association of State Highway and Transportation Officials, Specification# M-140 (series).
- 2.5 References to a particular trade or manufacturer's model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies.

3.0 REQUIREMENTS

- 3.1 **General Information:**
- 3.1.1 **Term:** The proposed contract shall be in effect from 6/30/2024 up to and including 6/30/2026.

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- 3.1.1.1 **Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for one additional year, or portion thereof, at the same pricing and the same escalator clause.
- 3.1.2 **Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid and Allowed. All pricing must include manufacturer warranty. All manufacturer warranties will be passed on to the City of Columbus. Unless otherwise stated all bids will be considered to contain the following escalator/de-escalator cause:
- 3.1.2.1 **Escalator Clause:** No price adjustment shall be granted during the first six (6) months duration of an awarded contract. Thereafter no more than two such increases may occur within any year of the contract. In the event the supplier receives a general price increase in the cost of the finished product contracted for, due to increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and proper documentation as proof, said increase in addition to the unit price quoted herein, may be permitted, subject to the sole discretion of the City of Columbus Finance and Management Director. In the event any such increase is granted, no price adjustment shall be permitted on orders received by supplier which are in process or filled but awaiting shipment prior to the increase. All price decreases inure to the benefit of the City of Columbus. The written notice and following documentation shall be sent to: City of Columbus Purchasing Office, 5th Floor, 77 N. Front St., Columbus, Ohio 43215.
- 3.1.2.2 **Price Documentation:** The supplier shall submit the following documentation with each request for a price increase:
- 1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the supplier and the corresponding increase; and
 - 2) Copies of correspondence sent by the supplier's supplier explaining the source of the increase in such areas of raw materials, freight, fuel or labor, etc.; and
 - 3) Copies of excerpts from business publications, market quotations or trade journals recognized as being representative of their particular trade or industry, that indicate a trend toward an increase in the current market for the commodities under the awarded contract.
- 3.1.2.3 **Right of Cancellation:** If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.
- 3.1.3 **Quantity Estimate:** All quantities shown on this proposal are estimates of the needs of the City during the contract term and are for bidding purposes only. This estimate is not to be construed as representing an actual order for that amount, or a guarantee that any minimum amount will actually be purchased. The City reserves the right to purchase up to twice the estimated quantity.
- 3.1.4 **Quality Standards:** The City intends to purchase new, unused and the most current product. The specifications describe a minimum acceptable requirement which a bidder has to meet. However, the bidder is allowed to exceed a minimum requirement where the excess enhances

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the function of the unit and which the City can accept. It is not acceptable for a bidder to exceed a maximum desired limit.

- 3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each bidder meets the minimum standards to be considered a responsible bidder. **Please print, complete and attach** Reference pages and attach any supplemental pages as may be necessary to meet these requirements. **For instructions on how to attach a document to your bid, refer to the Vendor Services User Guide.**
- 3.2.1 **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **Equipment and Warranty Capabilities:** Offerors must document, and submit in a letter attached to the bid, their capability of providing the material and warranty service specified herein.
- 3.2.1.2 **Manufacturer Relationship:** The offeror shall provide the history of their relationship with manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:
- a) Length of the relationship
 - b) Level of the relationship
 - c) A brief history of the relationship
- 3.2.2 **References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.
- 3.2.2.2 **Equipment / Warranty Service Information:** A description of the equipment/parts provided and type of warranty service that was provided.
- 3.2.3 **Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers and a contact person for each subcontractor. All subcontractors must have valid contract compliance certification.
- 3.2.3.1 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.
- 3.2.3.2 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:
- https://www.youtube.com/channel/UCTIkkGNM7GHITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd
- 3.3 **Product Requirements:**

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- 3.3.1 **Item# 1 SS-1H Dilute (Fog Seal) Asphalt Emulsion:** Slow set, low asphalt emulsion viscosity meeting the City of Columbus Construction and Specifications #702.04 page 641.
- 3.3.2 **Item# 2 RS-2 Asphalt Emulsion:** Rapid set, medium asphalt emulsion viscosity meeting the City of Columbus specifications #702.04 page 641. The RS-2 shall be preheated to the application temperature between 160°F and 180°F before being placed in any City of Columbus vehicle. The city will maintain temperatures that shall not boil or freeze the material to prevent damage to the original product.
- 3.3.3 **Item# 3 RS-2 Latex Modified Asphalt Emulsion:** Rapid set, medium asphalt emulsion viscosity meeting the City of Columbus specifications #702.04 page 641. The RS-2/Latex shall be preheated to the application temperature between 160°F and 180°F before being placed in any City of Columbus vehicle. The city will maintain temperatures that shall not boil or freeze the material to prevent damage to the original product. Three percent (3%) of this product is to be latex modifier. Latex modifier is to be aqueous, non-vulcanized, synthetic latex formulated for blending with anionic asphalt emulsion.
- 3.3.4 **Item# 4 MWS-90 Asphalt Emulsion:** Anionic medium to rapid setting used for winter patch meeting the City of Columbus specifications #702.07 page 641.
- 3.3.5 **Item# 5 SS-1H Asphalt Emulsion:** Anionic slow set, hard base, used for tack coat meeting the City of Columbus specifications 702.04 page 641.
- 3.3.6 **Item# 6 SS-1HQS:** Anionic slow set, hard base non – tracking coat.
- 3.3.7 **Item# 7 HFMS-2 :** Anionic high float medium setting emulsified asphalt, for use in bituminous wearing and binder courses FB-1, FB-2, and cold mix recycling.
- 3.3.8 **Item# 8 HFRS-2P :** Anionic high float rapid set emulsified asphalt for use in seal coats
- 3.3.9 **Item# 9 CRS-2P:** Cationic rapid set polymer modified emulsified asphalt, for use in seal coats.
- 3.4 **Additional Items:** Additional products may be added during the term of the contract. A description, cost of the proposed additions, and any changes to items on the contract must be submitted in writing for review and approval prior to implementation. Please submit information to the Purchasing Office.

4.0 SAMPLING, INSPECTION AND TEST PROCEDURES

- 4.1 **Demonstration:** The City reserves the right to require a demonstration of any material prior to award of the bid. Such demonstration shall be conducted, at the sole discretion of the City, either on roads in the City of Columbus, or in another municipal setting in Franklin County, Ohio. All costs associated with such demonstration are to be the responsibility of the supplier. All demonstrations shall be concluded within five (5) working days after notification of demo request. Failure to comply may be used as a basis for rejection of the bid.

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4.2 **Testing:** A testing laboratory designated by the City may perform testing of material in storage, distributors or kettles. All asphalt emulsions must meet AASHTO M-140 (series) specifications for approval.

5.0 ORDERING, INVOICING and STORAGE

5.1 **Ordering Procedure:** A written purchase order will be established by the Director of Finance and Management. The Purchase Order will have the agency and invoice information.

5.2 **Delivery days after Order:** Bidder shall insert in the lead time section of the Proposal Page Section 1 the lead time expressed as the number of calendar days after receipt of order that product will be made available for pick up. Delivery time may be a factor in determining award of bid. Failure to provide goods in the days proposed may lead the City to consider the contract holder in partial or full breach of the contract. In the case of such breach, the City reserves the right to pursue all remedies and actions available under this contract and relevant law.

5.3 **Invoicing:** Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must exactly match the purchase order amount in accordance with the bid proposal. All Invoices should be mailed to the address shown on the purchase order ensure proper payment.

5.4 **Will Call Requirements:** The bidder must offer the City an opportunity to pick up the goods from a designated "Will Call" location(s) located in the City of Columbus or central Ohio area. The bidder must include, on **Proposal Page Section 2**, outlining the address of will call location(s), the normal business hours for pickup of goods and contact information for the City to contact to prepare the order for pick up. This Proposal Page must be attached to the bid line or **will be deemed non-responsive**.

5.4.1 **Service System:** A pumping and distribution system shall be available for service during this contract. All pumps and distribution lines shall be capable of delivering a minimum of two hundred and fifty (250) gallons of emulsified asphalt per minute to ensure rapid loading of material.

5.4.2 **Loading Facility:** Loading facilities shall be so designed as to load the distributor tank with a minimum of spillage and without contamination by dirt or other deleterious materials. The supplier must load distributor trucks.

5.4.3 **Weighing Scales:** The weighing scales used shall have the appropriate governing body's approved weight seal. They shall be of sufficient capacity, length, and width to safely facilitate distributor trucks with and without loads.

5.4.4 **Signed Receipt:** The supplier shall furnish at their expense, a two copy receipt for each load of material provided. The receipt must have a receipt number to be referenced on all invoices. Each receipt must have a legible signature by a City representative accepting the order and shall have the weight of the vehicle before loading, gross weight after loading and the net weight of material loaded, a description of the material, price per ton or material, total cost of material, date and job mix formula. A signed copy of each receipt must be giving to the City's representative accepting the order. Invoices will not be paid without a City signed copy of the receipt. **Under no**

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circumstances shall product that is NOT on this current contract shall be picked up or delivered to any City agency.

6.0 NOTES

6.1 Universal Term Contract: This proposal is bidder's offer to sell the item(s) set forth in the bidders' response to the RFQ at the price(s) quoted by bidder therein, under the terms and conditions of these bid documents. An estimated quantity or estimated annual expenditure is set forth in the proposal. Bidder is to take notice that the City makes no warranties or representations that the estimated quantity, or any quantity at all, will be ordered by the City even though bidder's proposal is accepted by the City and a firm offer for sale executed.

If bidder's proposal is accepted by the City and the firm offer for sale is executed the bidder is to take further notice that no act, failure to act, or order placed by the City shall constitute an order or contractually bind the City without the proper certificate by the City Auditor that funds sufficient for full payment due on any order are available. Each order placed under the firm offer for sale shall require execution of a purchase order. Therefore in consideration of one (1) dollar received by the awarded bidder, said bidder shall offer to sell buyer, City of Columbus, who shall have the Contract Term to exercise this option to purchase, at the price and on the terms set forth in this proposal.

The City shall not be precluded from buying the same or similar items from other suppliers.

6.1.1 Written Purchase Order: Written Purchase orders may be established for various City Agencies referencing the terms of this contract and specifying delivery locations. Written Purchase Order(s) will represent a maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order. This Purchase Order shall not be construed as an actual order to manufacture, ship or provide any items or services. Rather, written Purchase Order(s) enable properly authorized City agency personnel to make purchases on an "as needed" basis per this contract. Any number of written purchase orders may be used at the discretion of the City to increase or decrease available funds during the term of the agreement. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders. Any available funds balance not obligated by the City for accounts payable on items/work ordered on or prior to that date shall be cancelled after that date.

6.2 Online Bidding Instructions: Bidders are requested to complete the proposal document contained within the bid packet and attach it with their response. Only bidders that submit the attached **Proposal Page Section 1 and Section 2 are considered responsive**. Attach any corresponding paperwork to the bid line that should be considered. Include all specifications that show how the product bid meets or exceeds the necessary requirements based on the publication requirements stated in section 2.3 and 2.4.

6.2.1 Alternates: Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid. Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.

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- 6.2.2 **Minimum Order:** The bidder shall state in the space indicated on the Proposal Page section 1 in the Comment section any minimum quantity required for pick up. If no quantity is specifically stated, it will be presumed that no minimum quantity is required for pick up. Any minimum quantity stated by the Bidder may be used by the City in evaluation of the bid.
- 6.2.3 **Attachments:** For instruction on attaching documents to online quotes, please see the "City of Columbus Vendor Services User Guide", made available through the Vendor Portal.
- 6.3 **Warranty:** The material specified herein shall be covered by the manufacturer's warranty at no additional charge. Bidders shall submit warranty information on a separate sheet attached to the bid proposal.
- 6.4 **Cooperative Purchasing:** The successful bidder shall also supply all items under the terms and conditions of the proposed contract to agencies officially sanctioned by the City in its cooperative purchasing effort, the Central Ohio Organization of Public Purchasers (COOPP). Any agency that is not subject to a City of Columbus purchase order must be invoiced directly by the supplier. Those agencies participation is subject to a credit approval by the supplier, as the City of Columbus is in no way obligated to those agencies' financial commitments. The supplier shall be notified of any additional agencies sanctioned by the City of Columbus via letter signed by the Finance and Management Director.
- 6.5 **Correspondences:** During the bidding and evaluation process Offerors are strictly prohibited from communicating with any City employees or officers regarding the solicitation. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the Offeror may lead to disqualification.

All correspondences regarding this bid should be sent via email to simanning@columbus.gov.
or:

City of Columbus Purchasing Office
77 N. Front Street, 5th Floor
Columbus, OH 43215
ATTN: Shane Manning

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The bidder must briefly document its capabilities and submit an outline of its experience and work history in Asphalt Emulsions and warranty service for the past five years by submitting the contact information of References from four (4) separate product sales. References should consist of projects of a similar scope, complexity, and cost.

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Material purchase date: _____

Material Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Material purchase date: _____

Material Provided/ Warranty Service Performed:

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Business Name: _____ Tel #. _____

Address: _____

E-mail Address: _____ Fax #. _____

Contact: _____ Material purchase date: _____

Material Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____

Address: _____

E-mail Address: _____ Fax #. _____

Contact: _____ Material purchase date: _____

Material Provided/ Warranty Service Performed:

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SUBCONTRACTORS INFORMATION (IF APPLICABLE)

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

PROPOSAL

TO THE FINANCE AND MANAGEMENT DIRECTOR OF THE CITY COLUMBUS, OHIO

WE (I) THE BELOW SIGNED HEREBY PROPOSE TO FURNISH THE FOLLOWING ARTICLES AT THE PRICES AND TERMS STATED SUBJECT TO ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND ALL ATTACHMENTS HERETO. WE (I) HAVE READ ALL ATTACHMENTS INCLUDING THE SPECIFICATIONS AND FULLY UNDERSTAND WHAT IS REQUIRED.

PRICES ARE TO BE QUOTED FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TO ANY CITY OF COLUMBUS FACILITY.

Item No	EST'D QTY	UNIT	ITEM	MANUFACTURER/PART NUMBER	UNIT PRICE(IN FIGURES)	MINIMUM ORDER REQUIREMENTS	LEADTIME
			ASPHALT EMULSION				
1	7,000	GAL	SS-1H Dilute (Fog Seal)				
2	12,000	GAL	RS-2				
3	190,000	GAL	RS-2 w/latex				
4	5,000	GAL	MWS-90				
5	17,000	GAL	SS-1H				
6	17,000	GAL	SS-1HQS				
7	5,000	GAL	HFMS-2				
8	12,000	GAL	HFRS-2P				
9	7,000	GAL	CRS-2P				

CITY OF COLUMBUS

ASPHALT MATERIALS UTC RFQ020716

PROPOSAL PAGE SECTION 2

PLANT LOCATION #1 _____

PLANT CONTACT NAME: _____ TEL.NO. _____

DAYS AND HOURS OF OPERATION: _____ AM TO _____ PM DAYS OF OPERATION _____

TYPE OF MATERIAL AVAILABLE (ITEM NUMBER FROM PROPOSAL PAGE SECTION 1:

PLANT LOCATION #2 _____

PLANT CONTACT NAME: _____ TEL.NO. _____

DAYS AND HOURS OF OPERATION: _____ AM TO _____ PM DAYS OF OPERATION _____

TYPE OF MATERIAL AVAILABLE (ITEM NUMBER FROM PROPOSAL PAGE SECTION 1:

PLANT LOCATION #3 _____

PLANT CONTACT NAME: _____ TEL.NO. _____

DAYS AND HOURS OF OPERATION: _____ AM TO _____ PM DAYS OF OPERATION _____

TYPE OF MATERIAL AVAILABLE (ITEM NUMBER FROM PROPOSAL PAGE SECTION 1:

PLANT LOCATION #4 _____

PLANT CONTACT NAME: _____ TEL.NO. _____

DAYS AND HOURS OF OPERATION: _____ AM TO _____ PM DAYS OF OPERATION _____

TYPE OF MATERIAL AVAILABLE (ITEM NUMBER FROM PROPOSAL PAGE SECTION 1:

THIS PAGE MAY BE REPRODUCED FOR ADDITIONAL ENTRIES.