



Invitation to Bid – Cationic Polymer Flocculants
September 24, 2019
Solicitation # 412-0919-2

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CST, October 16, 2019**, and then publicly opened and read aloud for Cationic Polymer Flocculants.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

Bid Instructions

To be considered, the vendor must submit the following:

1. A completed bid sheet using the form as supplied with this Invitation to Bid.
2. All forms must be signed by an individual with the authority to bind the bidder.
3. All bidders must have a current vendor application on file. Vendor applications may be obtained by calling purchasing at 931-560-1580 or may be filled out online at <http://www.vendorregistry.com/columbia-tn-vendor-registration>.
4. All bidders shall submit product specification with the bid.
5. Any addenda to this invitation will be posted online at the City's website and shall be posted no later than October 14th at 4:00 PM. It shall be the bidder's responsibility to check the website for any addenda.

All bid documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Cationic Polymers** and opening date of bid, October 16, 2019.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file. Faxed or e-mailed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil

Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

The cost of bid preparation and submission is the sole responsibility of the bidder.

TIMELINE

Invitation to Bid Released – 9/25/2019
Addendums Due – 10/14/2019
Bids Due – 10/16/2019
Product Testing Completed By 11/18/2019
Recommendation for Award – 12/5/2019
City Council Award – 12/12/2019

SCOPE

The Wastewater Department of the City of Columbia Tennessee is seeking sealed bids to establish a contract for the purchase of dispersion grade cationic polymer flocculants. This polymer will be used to aid in the flocculation of sludge in the dewatering process of our wastewater treatment facility. Annual usage is estimated to be 30,000 pounds although the City does not guarantee the annual quantity to be purchased.

GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.

5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Bid Sheets:** Bidders shall use the bid sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Bid Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.

14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into a multi –year contract with the awarded vendor not to exceed an aggregate period of three years. The City further has the right to terminate any multi-year contract due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent for the City of Columbia no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

SPECIAL CONDITIONS

1. Material Data Safety Sheets must be supplied with the initial shipment.
2. For product substitutions, the vendor must agree to furnish representative samples for testing. If full scale testing of any product appears desirable, the vendor and the City may negotiate a contract for a 30 day trial.
3. Consideration of alternative products will be optional on the part of the City, and in no way obligates the City to consider, test, or accept any product.
4. Vendor shall provide reasonable technical assistance in the event of a product problem.
5. Bid prices shall be FOB Columbia Wastewater Treatment Facility and shall be quoted on a per pound basis.

INSURANCE

The awarded vendor, **if requested by the City**, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The awarded vendor, if requested by the City, shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under any bid award.

The following insurance requirements are the minimum that will be acceptable:

1. Workmen's Compensation Insurance – State statutory limits .
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$500,000 CSL.

SPECIFICATIONS AND REQUIREMENTS

Acceptable products which have performed successfully in the past
Cedar Chem – Cedarfloc 3552 Polymer

Other products or brands will be considered and will require product testing by the Wastewater Department in order to determine if the product can deliver equivalent performance with same quantity used. Failure to meet the performance testing will disqualify the product from consideration.

Purity shall meet or exceed these specifications listed.

Chemical & Physical Requirements	
Form	Liquid
Type	Cationic
Appearance	White, free flowing liquid dispersion
Percent Regain	40 % - 75%
pH of 1.0% solution	3.5 – 7.0
Active Solids	46% - 50 %
Specific Gravity	1.04-1.06
Viscosity (Brookfield, 12rpm 25 degree C	200-500 cP
1.0% Active Solution	6 -7
LABELING	
Each Container shall be clearly labeled in accordance with EPA, OSHA, and DOT regulations	

PACKAGING	
Container Size	55 gallon Drum
Container Deposit	City will not be responsible for container deposits
DELIVERY	
Deliveries shall be made in a safe and reasonable manner such that DOT, OSHA and other regulatory codes are not violated	
PRODUCT FAILURE	
In the event that any product fails to meet specifications, the vendor shall, at no expense to the City, remove the unused portion of the product and refund the purchase price of such unused portion to the City	
Containers dropped during delivery, and/or leaking, corroded, damaged, or suspect containers shall be deemed unacceptable and considered as product failure.	
PRICING	
Bids shall be quoted as price per pound delivered to the City of Columbia Wastewater Treatment Plant.	
Bids shall be fixed for a period of 12 months from the date of the bid opening. Price adjustments will be considered thereafter.	

6. INVOICING

The vendor shall invoice the City of Columbia Wastewater Department. All invoices shall identify date of delivery, product delivered, unit quantity delivered, price per unit, and total per product delivered and finally total invoice price. Materials shall be delivered prepaid and invoices shall include all freight charges.

7. PAYMENT

Payment will be made by the Finance Department upon the following conditions:

1. Delivery and acceptance of products ordered.
2. Receipt of properly completed invoice by the Wastewater Director.
3. Acceptance of the product and terms and conditions of the invoice as evidenced by the signature of the Wastewater Director on the invoice.
4. Within 30 days provided all other conditions of payment have been satisfied.

8. AWARD

While pricing will be one of the determining factors in the award, it is equally important that:

1. The product offered complies with specifications
2. The product performs the intended function without any damage to or degrading of the plant operations.
3. The amount of product required to achieve the desired results will also factor into the final award decision.
4. Any bid award shall be for a period of one year with the City retaining the option to renew for two additional one year periods.
5. Bids shall be fixed for the initial award period.
6. Price adjustments for any subsequent renewal period will be considered provided the adjustment is based upon price increase from the manufacturer and not an increase in profit margins.

7. The vendor shall notify the Purchasing Agent for the City of Columbia 90 days in advance of any intended price increase.

The awarded vendor will be required to execute a requirements agreement which shall incorporate the terms and conditions of this invitation to bid and the vendor's response

City of Columbia – Solicitation #412-0919-2 Cationic Polymer Flocculants

Manufacturer of Polymer:

Brand:

Fixed price per pound for 12 month period from date of award \$ _____

Are you willing to consider an extension of the award beyond an initial 12 month period?

Are the terms and conditions for extending an award attached? _____

Have you attached the product specifications? _____

Acknowledgement of Addenda _____, _____, _____

In compliance with this Invitation for Bid for Cationic Polymer Flocculants and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified above. My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Company Name: _____

Signature of Vendor _____

Name (type/print): _____

Title: _____

Date: _____

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: _____

Vendor Signature: _____ **Date:** _____

AGREEMENT TO SUPPLY
Cationic Polymer
CONTRACT #412-0919-2

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019 by and between the **City of Columbia, Tennessee** (hereinafter called **City** and _____). (hereinafter called **Vendor**).

CITY and **VENDOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PRODUCT

VENDOR agrees to furnish cationic polymer as described below inclusive of delivery costs to the City of Columbia Wastewater Department at 1224 Treatment Plant Road, Columbia TN. 38401. Product packaging and delivery shall be consistent with the terms and conditions as further stated in the contract documents

Article 2. PRODUCT SUBSTITUION AND TESTING

In the event that the product bid is no longer available or the formulation of the product changes in anyway, the vendor must notify the City of the change and furnish samples for testing by the City prior to shipment of the substituted product. The City shall not be required to accept any substituted or reformulated product.

Notice of product change or substitution shall be made to the City as soon as reasonably possible by the vendor.

Article 3. CITY.

All purchases are being made on behalf of the City of Columbia Wastewater Department. The Department Director shall act as **CITY'S** representative, assume all duties and responsibilities and have the rights and authority assigned to City in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TERMS.

4.1 The agreement shall become effective upon execution by both parties and shall be for a period of one year unless renewed according the terms and conditions as found herein.

4.2 Prices shall be fixed for a period of one year starting with the effective date of agreement.

ARTICLE 5. CONTRACT RENEWAL

- 5.1 The contract shall automatically renew on the anniversary of the effective date of agreement for a period of one year unless terminated by a 90 day written notice from the City to Vendor.
- 5.2 Vendor shall notify the City at least 90 days in advance of any intended price increase.
- 5.3 Any price increase shall be based upon an increase in cost by the manufacturer and not based upon increased profit margin.
- 5.4 Automatic renewals of this agreement shall not extend beyond December 31, 2023.

Article 6. PAYMENT PROCEDURES.

The Columbia Wastewater Department shall be invoiced for polymers properly ordered, shipped and received. All invoice shall be addressed to Columbia Wastewater Department , 1224 Treatment Plant Road, Columbia, Tennessee 38401.

Payment will be made by City of Columbia check to be issued within 20 days for proper invoicing.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between **CITY** and **Vendor** concerning the Work consist of the following:

- 7.1 This Agreement
- 7.2 Invitation to Bid - Solicitation #412-0919-2
- 7.3 Vendor's Bid Response

Article 8. MISCELLANEOUS.

8.1 **CITY** and **Vendor** each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.2 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon **CITY** and **Vendor** who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.3 This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Maury County, Tennessee.

8.4 No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

8.5 This Agreement and the attachment to this Agreement or references thereto shall together constitute the entire agreement and understanding by and between the City and the Vendor with respect to the services herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect.

IN WITNESS WHEREOF, CITY and Vendor have signed this Agreement in duplicate. One counterpart each has been delivered to **CITY and Vendor**. All portions of the Contract Documents have been signed, initialed or identified by **CITY and Vendor** on their behalf.

OWNER:CITY OF COLUMBIA,
TENNESSEE

Vendor : _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Business Address: _____

Title: _____

(Affix City Seal)

Approved as to Legal Form : _____