



Invitation to Bid – Environmental Laboratory Services
April 22, 2020
Solicitation # 412-0420-20

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 2:00 PM CST May 13, 2020 and then publicly opened and read aloud for Environmental Laboratory Services.

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No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.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

1. An original bid sheet.
2. All submissions and attachments as required herein.
3. Signed Iran Divestment Act Disclosure Form
4. Bidders are requested to register as a vendor for the City of Columbia using the City’s website; however, a paper vendor application is available. For online registration go to [www.columbiatn.com /government/finance/purchasing/](http://www.columbiatn.com/government/finance/purchasing/) and follow the link for registration.

The bid form must be signed by an individual with the authority to bind the bidder.

All bid documents shall be returned to:

Purchasing Agent, City Manager’s Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with ITB ENVIRONMENTAL LABORATORY SERVICE and opening date of bid, May 13, 2020.

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 and the bid will be returned unopened. 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

All costs of preparing a bid and all costs of delivery of said bid shall be the responsibility of the bidder.

1. SCOPE

The City of Columbia, Tennessee is requesting bids from qualified environmental laboratories to provide laboratory services to the City of Columbia wastewater treatment department. Services shall include analysis of industrial pretreatment samples, wastewater plant influent, effluent, and sludge samples. The City wishes to qualify and retain the services of one or more laboratories capable of satisfactorily performing these analyses. An award, if approved by Council, would be a one year agreement with an option to renew for two consecutive one year terms.

The actual number of tests and analysis to be performed is dependent upon existing conditions as well as federal and state requirements The City does not guarantee any minimum number of tests.

2. GENERAL CONDITIONS

General conditions as listed below shall apply to this Invitation to Bid unless those general conditions conflict with other terms and conditions as further defined within this invitation. In the event of such a conflict the invitation to bid shall be the controlling document.

- a. **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.

- b. **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.
- c. **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".
- d. **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.
- e. **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.

- f. **Alternate Bids:** Alternate bids will be considered providing 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.
- g. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
- h. **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.
- i. **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 (90) days after receipt of order, unless otherwise stated in the specifications.
- j. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits as may be required
- k. **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.
- l. **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.
- m. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent, City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
- n. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- o. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.

- p. **Multi-Year Contracts:** The City reserves the right to enter into multi-year contracts and further has the right to terminate multiyear contracts due to non-appropriation of funds.
- q. **Financial Statements:** Financial statements will be submitted upon request.
- r. **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.
- s. **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 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 Administrative Secretary 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.

3. INSURANCE

The successful vendor, if requested, shall purchase and maintain in force, at his own expense **if requested by the City**, 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 Vendor shall furnish a copy of an original Certificate of Insurance if requested, 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 this Contract.

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

- A. Worker's Compensation Insurance – State statutory limits.
- B. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).

C. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

4. Scope of the work required

- a. Vendors shall be capable of providing analysis of industrial pretreatment samples, wastewater plant influent, and effluent and sludge samples.
 - b. Test shall be performed for but not necessarily limited to silver, arsenic, cadmium, cyanide, chromium, copper, mercury, molybdenum, nickel, oil, grease, lead, total phenon, selenium, volatiles and zinc.
 - c. Tests shall be performed in a manner generally consistent with industry norms for environmental laboratory testing and professional standards.
 - d. Test may be ordered in any manner with written purchase order, fax, internet or phone provided a written confirmation is provided in addition to a telephone request.
 - e. The City shall be responsible for preparing samples to include identification of site, date, time, services to be performed, and proper labeling as may be required by Occupational Health and Safety Administration, Environmental Protection Agency, Department of Transportation, Food and Drug administration or Toxic Substance Control Act.
 - f. Vendor shall furnish all technical personnel, labor, materials, containers, machinery, tools, all necessary labels, bottles, preserved bottles, equipment, and services.
 - g. Vendor shall be expected to provide all analyses and services in a timely fashion.
 - h. An option for samples to be picked up at the Columbia Wastewater Treatment Plant shall be included in the proposal. The laboratory will be responsible for this pickup or will pay for the shipping expenses incurred for the pickup and delivery of the samples represented in this proposal.
5. Subcontracting - The laboratory awarded this contract will be required to perform the analyses in-house and subcontracting will not be allowed. Subcontracting for any other services will be cause for contract termination.
6. Site Inspection – The City reserves the right to make an onsite inspection of the laboratory facilities, equipment and receptacles.
7. Terms of the award – The award, when approved by City Council, shall be for a period of one-year from the date bid opening. The City shall retain the right to renew the award for two additional one-year terms at the same rates as originally bid unless otherwise disclosed by the bidder in the initial bid and accepted by the City at the time of renewal.

Bid Sheet for City of Columbia
Invitation to Bid – Environmental Laboratory Services
Solicitation # 412-0420-20
Page 1 of 2

1. Location of primary analytical facility: _____

2. Hours available for sample receipt and/or shipping arrangements: _____

3. Are you able to provide analysis results via the internet, e-mail, and fax: _____
4. Have you attached a sample of an analytical report? _____
5. Have you enclosed a signed transmittal letter with the bid stating that you have read and understood the requirements of the invitation to bid and that you have both the staff and equipment to provide all the required tests? _____
6. Do you have an option to pick up the samples at the City's facility? _____
7. Bid for environmental testing services

Test	Method	Charge
Arsenic		
Chromium		
Lead		
Selenium		
Silver		
Cadmium		
Copper		
Molybdenum		
Nickel		
Zinc		
Mercury		
Total Phenolics		
Total Cyanide		
Oil & Grease		
Volatiles		
Energy Surcharge		
Sample Disposal Fee		
Total Solid Dry Weight		
Naphthalene by Phthalates		
Kjeldahl Nitrogen, TKN		
Mercury by 1631		
Phosphorus, Total		
Chromium, Trivalent		
Chromium, Hexavalent		
MBAS		
Standard Turnaround		
Minimum Charge		
Shipping		

Bid Sheet for City of Columbia
Invitation to Bid – Environmental Laboratory Services
Solicitation # 412-0420-20
Page 2 of 2

8. Other Charges – Please list on a separate sheet and attach to the bid, any other charges that will or may be charged as a result of performing the test listed above or may be required/ offered for similar wastewater treatment application.

This bid is furnished in response to the solicitation 412-0420-20 and together with all submissions thereto constitutes my full and complete response. The offer to provide the required services complies with all specifications and requirements contained in the invitation to bid unless otherwise specifically disclosed and attached to the bid submitted. The unit prices shall be firm for the life of the agreement and any extensions thereof unless otherwise noted and disclosed in the bid.

My signature below 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.

Vendor Name: _____

Signature: _____ Title _____

Phone : _____ Fax: _____ Date: _____

IRAN DIVESTMENT ACT DISCLOSURE

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: _____