



**Invitation to Bid – Pesticide / Chemical Application
Services
August 12, 2014
Solicitation # 444-0815-09**

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 **2:30 P.M.CST, September 3, 2014**, and then publicly opened and read aloud for a Pesticide Application Services.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King 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No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.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 or have on file the following:

1. A completed bid sheet(s) as provided with this invitation
2. Vendors must have on file a current copy of the City of Columbia vendor application. Vendors may register online at <http://www.vendorregistry.com/columbia-tn-vendor-registration> or request a form by calling 931-560-1580 or email danny@columbiatn.com.
3. Other submissions as may be herein required.

All forms must be signed by someone 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 **Invitation to Bid Pesticide/ Chemical Application** and opening date of bid, **09/03/2014**.

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 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.

SCOPE OF SERVICE

The City of Columbia Parks and Recreation Department is seeking to establish a possible multi-year award for the services of a licensed and insured pesticide/chemical applicator to treat sports fields within the City of Columbia. The awarded applicator will be responsible for applying City furnished products according to the agreed upon rates and schedule as otherwise described herein.

GENERAL CONDITIONS

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.

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.

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".

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.

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.

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.

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.

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.

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.

Compliance: Contractor shall abide by all federal, state and local laws and statues and obtain all permits required.

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.

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.

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 Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.

Cancellation: The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.

Permit Requirements: Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.

Multi-Year Contracts: The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.

Financial Statements: Financial statements will be submitted upon request.

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.

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.

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 Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.

- a. 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. The City reserves the right to add or delete the number of required applications as stated herein.
2. The City reserves the right to negotiate with the awarded vendor for any additional sites needing these services during the time of the award without re-bidding.

INSURANCE

The awarded vendor 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 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 as a result of an award.

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

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

LAWS, TAXES, PERMITS AND LICENSE

Bidders shall comply with all applicable local, State and Federal laws. The awarded vendor is further responsible for all taxes including employment taxes associated with providing goods or services under any resulting award.

BID AWARD

The bid award will be for a period of one year from the date of the City Council approval. The City will retain an option on each anniversary date of the initial award to renew the award; however, in no event will the award be renewed beyond September 2017. Renewals may be subject to price adjustments according to the terms and conditions of the bid submitted.

The City will consider initial bid and any potential renewals thereof in determining low bid.

SPECIFICATIONS AND REQUIREMENTS

Vendor Responsibility –

1. The vendor will be responsible to supply all labor and equipment necessary to apply City provided products to the areas identified below.
2. Vendor shall comply with the The Tennessee Application of Pesticides Act" (TAPA), Tennessee Insecticide, Fungicide, and Rodenticide Act" (TIFRA), and Federal Insecticide, Fungicide, and Rodenticide Act" (FIFRA) as may be applicable to this project.
3. Vendor must maintain an active pest control charter through the State of Tennessee. A HLT (Horticulture, Lawn and Turf) license preferred during the terms of this award.
4. Supply the City with proof of insurance as required herein prior to award.

Application Requirements –

1. Ridley Sports Park

- 1.1. Ten (10) separate applications of City supplied products to 14.26 acres of turfgrass.
- 1.2. Applications will be scheduled over the spring, summer, and fall seasons as requested by Ridley Sport Park Staff.
- 1.3. One (1) mid winter application of City supplied product to 17.66 acres of turfgrass and skin as requested by Ridley Sports Park Staff.
- 1.4. One (1) additional application of City supplied product to 17.66 acres of turfgrass and skin as requested by Ridley Sports Park Staff.
- 1.5. City reserves the right to add or delete applications as may be deemed necessary according to field conditions at any particular time.

2. Babe Ruth Park

- 2.1 Three (3) separate applications of City supplied products to approximately 4.25 acres of turfgrass
- 2.2 Applications will be scheduled over the spring, summer, and fall seasons as requested by Columbia Park and Recreation Staff.
- 2.3 City reserves the right to add or delete applications as may be deemed necessary according to field conditions at any particular time.

3. Eva Gilbert Park Football Field

- 3.1 Three (3) separate applications of City supplied products to approximately 4.25 acres of turfgrass
- 3.2 Applications will be scheduled over the spring, summer, and fall seasons as requested by Columbia Park and Recreation Staff.
- 3.3 City reserves the right to add or delete applications as may be deemed necessary according to field conditions at any particular time.

Bid Requirements –

1. Bids must be inclusive of all labor, time, equipment, materials not otherwise supplied by the City, overhead and profit.
2. Bids shall be fixed for all applications from the date of City Council acceptance of the bid through September 2015.
3. Bidders interested in a multi-year agreement shall supply a bid for subsequent renewals for years two and three.

4. The award may be extended for two consecutive years on the anniversary date of City Council acceptance of the initial bid provided that ;

1. The vendor has expressed in writing the intent to adjust the price of the applications at least 30 days prior to the anniversary date of award. The intent to adjust the pricing shall be sent to Purchasing Agent for the City of Columbia, 700 North Garden St., Columbia, TN 38401.

2. The adjustment to the price of applications does not exceed the bid for subsequent renewals submitted with the original bid.

3. The City elects to renew the award.

Bid Sheet
City of Columbia
Invitation to Bid – Pesticide Application Services
Solicitation # 444-0814-09

Location	Approximate Size of application area	Application	Price Per Application 9/14 - 9/15	Price Per Application 10/15 – 9/16	Price Per Application 10/16 – 9/17
Babe Ruth Park	4.25 acres	Turf Grass Spraying			
Babe Ruth Park	4.50 acres	Turf Grass and Skin Spraying			
Eva Gilbert Football Field	4.25	Turf Grass Spraying			
Ridley Sports Park	14.26 acres	Turf Grass Spraying			
Ridley Sports Park	17.66 acres	Turf Grass and Skin Spraying			

In compliance with this Invitation for Bid for Pesticide Application Services Solicitation # 444-0814-09 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 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.

If you desire not to quote on this Invitation, please forward your acknowledgment of NO BID with authorized signature using the bid sheet supplied. Failure to comply may be cause for removal of your company's name from the bid list for subject commodity.

Vendor Name: _____

Address: _____

Phone : _____ Fax: _____

Signature: _____

Date: _____