



Invitation to Bid – Curbside Garbage Carts
April 22, 2020
Solicitation # 432-0420-21

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, May 18, 2020**, and then publicly opened and read aloud for Curbside Garbage Carts.

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No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.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

1. A completed bid sheet(s) as provided with this invitation
2. ANSI testing data as required herein
3. Warranty information and location of nearest service center with parts inventory
4. Iran Divestment Act Disclosure Form
4. Vendors are requested to register as a vendor using the link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration>
5. Other submissions as may be herein required
6. A written explanation of any and all instances where the cart being bid fails to meet minimum specifications.

All forms must be signed by someone with the authority to bind the bidder.

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 Garbage Carts** and opening date of bid **May 18, 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 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. All costs associated with the preparation or delivery of a response to this invitation shall be borne solely by the bidder. 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

The City of Columbia is seeking sealed bids for a renewable one year agreement to supply 96 gallon curbside garbage /recycling carts. All carts shall meet the minimum specifications and requirements as set forth herein. The unit bid price shall be subject to adjustment provisions as further described herein.

GENERAL CONDITIONS

- 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 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.
- 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 (15) days after receipt of order, unless otherwise stated in the specifications.
- j. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
- 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 Administrative Secretary 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.
- 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 multi year 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 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.

PRICE ADJUSTMENTS

The bid price shall be held fixed for a period of 180 days from the date of the bid opening; thereafter, changes in the unit price of the cart FOB shipping point may be considered based upon changes in the resin price used in the manufacture of the cart. All price adjustment will require 30 day notice prior to implementation and supporting documentation for the reason of the increase.

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

LAWS, TAXES

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.

SPECIFICATIONS AND REQUIREMENTS

1.0	General
1.1	All carts and component parts shall be fully interchangeable
1.2	Containers shall meet the current ANSI Z245.30 and ANSI Z245.60 standards and be compatible with Type B (American semi-automated bar locking lifters) and Type G (Automated arm lifters.)
2.0	Plastics
2.1	All plastic material must be 100% recyclable and repairable
2.2	Base plastic resin must be first quality linear medium to high density polyethylene supplied by a national petrochemical producer and contain a minimum of 10% post-consumer recycled material.
2.3	Bidder must submit original technical data sheets from the resin producer for the resin to be used in the container body and lid and shall specifically include ANSI testing on the following: Density testing Melt Index Elongation Flexural Modulus Environmental Stress Crack Resistance
3.0	Resin Additives
3.1	The plastic resin must be enhanced with color pigment and ultra-violet inhibitor that must be uniformly distributed throughout the finished container.
4.0	Container Body
4.1	The container lip shall have a reinforced, self-aligning, rain/insect-proof top rim to minimize warp
4.2	The container bottom shall have thick, wear strips molded into the container to prevent excessive wear. Screw-on, bolt-on, or pop-on pads are not acceptable
4.3	Container body shall have two handles, each a minimum of 1" in diameter, molded as an integral part of the container body, not the container lid. Bolted-on handle mounts or handles are not acceptable
4.4	Container shall utilize a molded-in, sealed stop bar sleeves with a 1" diameter rotating steel stop bar. Plastic stop bars are not acceptable. Stop bar if exposed to the garbage must be corrosion resistance zinc plated steel.

5.0	Capacity
5.1	95 gallon (minimum) container shall be designed to regularly receive and dump at least 330 pounds of waste material, excluding the weight of the container, without permanent damage and distortion.
5.2	Container shall comply with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon
5.3	The resin weight of the 96 gallon container shall be a minimum of 33 pounds and a maximum of 37 pounds, excluding wheels and hardware
5.4	95 gallon minimum containers shall not exceed a depth (front to rear) of 35 inches, a width (right to left) of 30 inches and a height (top to bottom) of 47 inches
6.0	Container Lid
6.1	Each container shall be furnished with a durable polyethylene lid
6.2	Lids shall open 270 degrees to facilitate easy loading
6.3	Lids shall be domed to minimize warpage, increase rigidity, and shed water
6.4	Lid must overlap the container rim for reinforcement
6.5	The lid shall be attached to the body without the use of a metal hinge or metal cable. Lids with a "living hinge" are not acceptable
6.6	Lid shall not change shape or color under normal operating conditions
7.0	Wheels and Axles
7.1	Wheel hubs shall be molded from high density polyethylene
7.2	Wheels shall be a minimum of 1.75 inches in width with a minimum diameter of 10 inches
7.3	Each wheel shall have a minimum load capacity of 200 pounds
7.4	Axle shall be constructed of solid galvanized steel rods with a minimum diameter of 5/8 inches
8.0	Markings
8.2	The City's name shall be raise relief molded or hot stamped into the container lid
8.4	The City's Logo shall be hot stamped into both sides of the container in white lettering
8.5	Garbage cart bodies shall be charcoal, Recycle cart bodies shall be blue. All container lid shall be black
9.0	Finish
9.1	Container shall have a smooth interior, with no substantial recesses that will impair the emptying of the container
10.0	Stability
10.1	Container shall be stable and self-balancing when in the upright position, either loaded or unloaded
10.2	The container must be designed to withstand winds of up to 35 mph when unloaded.
10.3	Containers which require the designing of a foot pedal at the rear base to act as a fulcrum in the tilt to roll@ process shall be deemed unsafe to operate and unacceptable.
11.0	Warranty
11.1	The container and all sub parts must be warranted for ten (10) years from date of delivery.

Bid Sheet for City of Columbia
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Make of Cart: _____ Model of Cart: _____

Type of resin used: _____

Price Per Cart FOB Shipping Point in Truckload Qty \$ _____ One Time Logo and/or Art Fee \$ _____

Truck Load Quantity _____ Freight for Truck Load Quantity \$ _____

Less Than Truck Load Prices FOB Shipping Point - Quantity 100 \$ _____ Quantity 200 \$ _____

Location of Nearest Service center with repair and replacement Inventory: _____

Other charges, terms or conditions of the bid: _____

Have you included any exceptions to minimum specifications? _____

This bid is furnished in response to the solicitation 432-0420-21. The bid is certified to comply with all specifications contained herein unless otherwise specifically disclosed and attached to the bid submitted. The unit prices shall be firm for a period of 180 days from the date of the bid opening; thereafter, the unit price may be adjusted based upon the terms and conditions as found in solicitation 432-0420-21.

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

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: _____