



**Invitation to Bid – Brush Grinding and Debris Removal Services
June 26, 2018
Solicitation # 432-0618-34**

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 , July 16, 2018**, and then publicly opened and read aloud for Brush Grinding and Removal 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No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered, you must:

1. Have on file an updated vendor application form. An application may be filled out online using the link listed below or a hardcopy application may be requested by calling 931-560-1580.

<https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration>

2. Submit a signed Iran Divestment Statement with the bid using the form attached hereto.
3. A completed bid sheet as furnished with this invitation to bid.
4. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
5. All required 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 Grinding** and opening date of bid, July 16, 2018.

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 cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.

1. SCOPE

The City of Columbia is seeking bids from qualified firms to periodically grind collected brush and remove all ground debris from the city owned collection site and/or other designated City sites. The City will consider execution of a one year agreement with two successive one year renewals. The awarded firm shall furnish all labor, equipment and materials required to grind the brush and haul the ground debris off site for proper disposal or further processing. The City will not be responsible for any addition costs or fees once the debris is removed from the City location.

2. 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. **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.
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 seventeen (17) 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 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.
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 multi –year contracts and further has the right to terminate multi year contracts 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 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 forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision 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 within 10 day from the date of the Purchasing Agent’s response, 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. SPECIAL CONDITIONS

- 3.1 All vendors are encourage to inspect the City’s brush collection site prior to bid. Failure to inspect the site shall not be grounds for withdrawal of the bid.
- 3.2 All bidders shall supply a list of at least 3 references for work they have performed of a similar nature preferably for municipalities or governmental units.
- 3.3 The City requires leaves/yard waste to be bagged prior to pickup; however, there is no ordinance requiring the use of paper bags; therefore, most bags used are plastic. Vendor will be required to process yard waste contained in plastic bags. The City may assist but shall not be obligated to remove any plastic found in the deposited brush, leaves or yard debris.
- 3.4 Subcontracting without the expressed written consent of the City of Columbia shall not be allowed.
- 3.5 City cannot guarantee that the mixed brush and wood collected will not contain metal.

4. 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 vendor or his forces as enumerated above. The vendor shall furnish, if requested, 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 awarding this bid.

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 \$1,000,000 CSL (combined single limit).
3. Automobile Insurance - Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.

5. LAWS, TAXES AND INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

6. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of any purchase order, agreement or contract executed as a result of the bid award.

7. PAYMENTS - Payment will be made within ten (10) days of submitting a correct and proper invoice to the Director of Public Works for the City of Columbia.

8. CANCELLATION – The City reserves the right to cancel any agreement for the following reasons:

8.1 Non – appropriation of funds

8.2 Failure of the Contractor to perform the services to the satisfaction of the City which may include failure to respond to request for services in a reasonable period of time, failure to remove ground materials in a timely manner, improper disposal of grindings, consistent inability to grind the type of mixed brush and wood materials .

9. SITE LOCATIONS AND EXPECTED VOLUMES

Brush, leaves, limbs and other similar organic materials are regularly collected by the City of Columbia and hauled to a City owned site located on Iron Bridge Road just off Tom J Hitch Parkway in the City of Columbia. The successful bidder shall be capable of grinding and hauling mixed brush and wood materials. The size of logs typically do not exceed 24 inch.

Routine brush collection are deposited and stored at the City's site until sufficient volume requires that it be ground or chipped and removed from the site. This typically occurs once or twice a year but may vary due weather conditions, storms, growth of population, etc. Onsite services have averaged yielding approximately 10000 cubic yards of chips or mulch per visit; however future volume may vary.

Should circumstances such as excessive storm damage, site clearing, or environmental consideration require an additional or alternate site within the City to be used for collection of brush, the same bid for removed cubic yard of ground debris shall apply.

10. BIDDER RESPONSIBILITIES

10.1 Respond in a reasonable period of time to the request for services which shall be interpreted to be 2 weeks from date of request adjusted for weather conditions.

10.2 Provide sufficient labor, equipment and materials to grind the collected materials efficiently and in a safe manner without undue interruption to the routine daily collections activities at the site.

10.3 Remove all ground or chipped debris to a properly licensed landfill, mulch farm or other proper disposal area.

10.4 Process leaves that have been collected in plastic leaf bags.

10.5 Remove all ground mulch from the site within ten (10) days after completion of all grinding.

10.6 Move all ground materials from discharge area to mulch storage area.

10.7 Load ground mulch into trucks for hauling.

10.8 Contractor will have access to the site from 7:30 AM to 4:00 PM, Monday through Friday excluding holidays to deliver, setup and remove equipment, grind, load and haul.

11. BID FORMAT

Bids shall be submitted for an all-inclusive rate which shall include:

- All cost associated with the relocation and setup of equipment at the site
- Labor , materials, equipment and equipment time to grind mixed brush and wood materials
- Labor, materials and equipment to load and hauling away all mulch produced
- All cost associated with the removal of equipment from the site
- Overhead
- Profit

The City, along with the vendor, will monitor and track the cubic yards of mulch hauled from the site. The vendor will be compensated number of yards hauled away times the all-inclusive rate.

12. PRICE ADJUSTMENTS

In order to induce bidders into entering into a multi-year agreement, the per cubic yard charge will be adjusted on July 1st and January 1st of each year during the term of the agreement. Adjustments will be based upon the change in the Consumer Price Index for All Urban Consumers from the initial date of the agreement to the most recent adjustment date. The CPI index changes will be based on the most recent available data at the time of the request. The first adjustment, if required, will be made on January 1, 2019. CPI changes may result in an increase, decrease or no change in the per cubic yard charge.

13. MULTI YEAR AGREEMENTS

Multi year awards will require the successful bidder to execute an agreement consisting of terms and conditions of this solicitation and bidders response. The agreement shall be for a one year period with the City retaining an option to renew for two consecutive one year periods. At the conclusion of the second renewal period the agreement may renew on a month to month basis for a period not to exceed 90 days.

14. BID AWARD

The City will consider an award to the lowest, responsive, responsible bidder considering the per unit charge, ability to provide insurance, and reputation of performing services in a timely acceptable manner.

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All inclusive charge for setup, grinding and hauling based upon cubic yard of mulch hauled away. \$_____per cubic yard

- Are you willing to enter into a multi-year agreement according to the terms and conditions Yes ___ No ___
- Have you inspected the work site? Yes ___ No ___
- Can you furnish proof of insurance as required ? Yes ___ No ___
- Are you able to perform the all services as required? Yes ___ No ___
If No , please explain on separately attached sheet.
- Maximum size of limb or stump that can be processed: _____
- Can you handle leaves that are collected in plastic bags? Yes ___ No ___
- Proposed location for disposal of grindings? _____
- References

Company	Contact	Phone

In compliance with this Invitation to Bid for Brush Grinding and Debris Removal, Solicitation # 432-0618-34 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. 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.

Vendor: _____

Signature: _____

Date: _____ Phone: _____

IRAN DIVESTMENT ACT DISCLOSURE
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By submission of this bid, I certify, under penalty of perjury, that to the best of its knowledge and belief that the bidder nor any subcontractors have engaged in an investment activity in Iran and that the bidder nor any subcontractor is on a list of firms identified by the State of Tennessee pursuant to Tennessee Code Annotated § 12-12-106 as of the date of submission of this bid as having engaged in investment activities in Iran.

Vendor Name:

Vendor Signature:

Date: _____