



**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT**

**GENERAL SPECIFICATIONS
AND
PROPOSAL**

**PROFESSIONAL LABORATORY
ANALYTICAL SERVICES
CHRONIC/ACUTE BIOASSAY TESTING
FOR THE PERIOD OF
AWARD THROUGH JUNE 30, 2022**

Bidder's Name: _____

Bid Opening Date: _____ **Time:** _____

CITY OF GRASS VALLEY, CA
Specifications and Invitation to Bid

**PROFESSIONAL LABORATORY BIOSASSAY TESTING
SERVICES THROUGH JUNE 30, 2022**

Attached please find a list of laboratory bioassay services used by the CITY OF GRASS VALLEY on an annual basis. You are invited to bid on the items listed on the attached spreadsheet. Bids are due by July 16, 2020 at 3:30 PM. Any bids received after this time will be rejected. Bids packages are to be delivered to and will be opened at the Grass Valley City Hall, 125 East Main Street, Grass Valley, CA 95945 on July 16, 2020 at 3:30 PM.

All bids should include any handling, shipping, taxes, incidentals or deposits. Please note the usage or quantities are estimated and may be higher or lower depending on the City's needs.

1. PREPARATION AND SUBMITTAL OF PROPOSALS

- A. Bids not submitted on the Bid Proposal Form may be rejected.
- B. Bids are to be submitted on forms contained in the bid packet. Bids are to be submitted to the Public Works Chief TPO, at City of Grass Valley, 125 East Main Street, Grass Valley, CA 95945, no later than July 16, 2020, at 3:30 P.M. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, "LABORATORY BIOASSAY SERVICES, BID OPENING July 16, 2020, 3:30 P.M." No bids delivered to other City facility addresses or sites will be deemed as accepted on time and eligible for consideration.
- C. All information requested of the vendor shall be entered in the appropriate space on the Bid Proposal Form. Failure to do so may disqualify your bid.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing date/time will not be accepted. Any exceptions to specifications must be stated on the bid.
- F. One (1) copy of the bid proposal must be submitted by the date and at or prior to the time specified, to be considered. No late bids, telegraphic or telephone bids will be accepted. The City will not be responsible for, nor will accept, postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- G. An authorized officer or agent of the bidder shall sign all bids.

- H. All bids, whether accepted or rejected, shall become the property of the City of Grass Valley.
- I. Any reference to brand names and numbers in the invitation for bids is descriptive, but not restrictive, unless otherwise specified.

2. TAXES

- A. Each item/service shall include all applicable taxes, handling and delivery fees.

3. PAYMENT, TERMS, & INVOICE REQUIREMENTS

- A. Bidder must state exact payment terms in their bid proposal. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed to the City of Grass Valley, 125 East Main Street, Grass Valley, CA 95945 – Attention: WWTP
- C. The City will pay after delivery of the laboratory results to the City. All laboratory results must meet proper quality assurance/quality control criteria. Under no condition will the City make partial payment, progress payments, or otherwise modify these terms and conditions for payment.

4. LIABILITIES

- A. The vendor shall hold the City of Grass Valley, its officers, agents, and employees harmless from liability of any nature or kind because of use of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this bid, and agrees to defend, at their own expense, any and all actions brought against the City of Grass Valley or himself/herself because of the unauthorized use of such articles.

5. AWARD/TERMINATION OF CONTRACT – PURCHASE ORDER

- A. Competitive Bidding: If more than one bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control, or effect the awarding of this bid, is in violation of competitive bidding requirements, and may render any bid under such circumstances void.
- B. Award of Bid: The award of this bid will be based on the lowest responsive, qualified, certified, and responsible bidder for the analytical testing procedure conforming to the approved analytical method(s) and minimum standards detailed on the bid submittal sheet meeting all of the City's specifications and conditions, and is subject to formal award by the City of Grass Valley. Bids are to be submitted for the entire work. The amount of the bid for comparison

purposes will be the total of all items. It is at the sole discretion of the City to determine the bidder best suited to meet the requirements of the specification.

- C. The City of Grass Valley reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informality and/or negotiate minor deviations to the bid, with the successful bidder. The City of Grass Valley's decision shall be final.
- D. If a purchase order/contract shall be entered into by the bidder and the City of Grass Valley, such purchase order/contract shall not be assignable by the bidder in whole or in part without the written consent of the City of Grass Valley.

6. CHANGES IN PURCHASING ORDER/CONTRACT

- A. No changes may be made in the purchase order/contract without written authorization of the City of Grass Valley Public Works Director/City Engineer.

7. DELIVERY REQUIREMENTS

- A. Delivery of all professional services on this bid shall be on an as needed basis for the period from Award through June 30, 2022. Any units not delivered within a reasonable time frame may be cancelled from the purchase order/contract or, at the City of Grass Valley's discretion, an extension may be granted, whichever is in the City of Grass Valley's best interest.

8. CONFLICT OF INTEREST

- A. Bidder warrants and covenants that no official or employee of the City of Grass Valley, nor any business entity which an official of the City of Grass Valley has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate disclosure of such fact to the City of Grass Valley.
- B. The relationship of the Vendor to the City will be that of an independent vendor and not as an officer, employee or agent of the City.

9. FORCE MAJEURE

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use of delivery of the products described in this bid, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.

- B. The City of Grass Valley reserves the right to acquire from other sources any products or services necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

10. NON-DISCRIMINATION/HARASSMENT/RETALIATION

- A. The Vendor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Purchase Order/Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition, (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability, and that this Purchase Order/Contract provision shall include but not be limited to the following: employment, upgrading, promotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. It is the policy of the City of Grass Valley that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, (heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition, (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied.

11. ADDENDUMS

- A. The City of Grass Valley will endeavor to ensure that each bidder is notified of any addendums but it shall be the sole responsibility of the bidder for checking with the City Public Works Department (530) 274-4350 for addendum(s). Addendum(s) may be provided up to 72 (seventy-two) hours prior to the bid opening. The bidder is responsible for incorporating all addendum(s) into the original bid package. The bid proposal form has an area to indicate if addendum(s) released by the City were incorporated into the bid proposal form by the bidder. If the bidder does not acknowledge the addendum(s), the City reserves the right to reject the bid.

12. ANALYTICAL METHODS AND REPORTING LIMITS

- A. The bidder must provide a summary of the typical analytical reporting limits associated with each compound upon which the bidder bids as part of the bid package. In the Bid Items, the City of Grass Valley provides expected analytical methods. The bidder may recommend alternative analytical methods for the City of Grass Valley to consider. The City will make the final decision on the analytical methods and analytical reporting limits used for laboratory services.

13. DELIVERY / PICKUP

- A. All pricing shall include pick up of samples at the City of Grass Valley, Wastewater Treatment Plant – 556 C Freeman Lane, Grass Valley, CA 95949.

14. QUESTIONS AND INQUIRIES

- A. All questions regarding this bid offering, pre-opening should be directed to Trever Van Noort, Chief Treatment Plant Operator at (530) 274-4371. Questions that, in the opinion of the City, are fundamental to the development of pricing will be released to all vendors holding bid packets as an addendum.

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PROPOSAL

Proposal to the City of Grass Valley, State of California, County of Nevada for the purchase of:

**PROFESSIONAL LABORATORY ANALYTICAL SERVICES
CHRONIC/ACUTE BIOASSAY TESTING
DATE OF AWARD THROUGH JUNE 30, 2022**

***NAME OF BIDDER** _____

***ADDRESS** _____

CITY, STATE, ZIP _____

***FEDERAL TAX I.D. No.:** _____

***If awarded bid this name and address will be used for payment. No exceptions.**

PHONE NUMBER () _____

FAX NUMBER () _____

ADDENDA - This Proposal is submitted with respect to the changes to the Bid included in addenda number(s) _____

(Fill in addenda numbers if addenda have been received and insert in this Proposal any Bid Item sheets that were received as part of the addenda.)

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the services offered are in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above named business.

(signature)

(printed name)

BID ITEMS

The award of this bid will be based on the lowest responsive, qualified, certified, and responsible bidder for the sum total of all items for bioassay testing conforming to the approved method detailed on the bid submittal sheet (combined award for sum of all procedures by unit price), meeting all of the City's specifications and conditions, and is subject to formal award by the City of Grass Valley. It is at the sole discretion of the City to determine the bidder best suited to meet the requirements of the specification. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

TEST / APPROVED METHOD		FREQUENCY AND BID PRICE		
COMPOUND	Method	QTY	UNIT PRICE	ITEM TOTAL
Wastewater Plant				
Acute Toxicity - <i>Pimephales promelas</i>	EPA-821-R-02-012 (fifth edition)	6	\$	\$
Chronic Toxicity with 5 dilution series and associated reference toxicant test - <i>Pimephales promelas</i> - <i>Ceriodaphnia dubia</i> - <i>Selenastrum capricornutum</i>	EPA-821-R-02-013 (fourth edition)	8	\$	\$

TOTAL COST: \$ _____

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Public Works Department does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary, or advisable by the Public Works Director