

CITY OF MILLERSVILLE, TENNESSEE

Request for Bids

**SLATERS CREEK STREAM BANK STABILIZATION
CITY OF MILLERSVILLE**

Sumner County, Tennessee

**Sealed Bids for furnishing all materials, labor, tools, equipment,
and appurtenances necessary for the construction of the
Slaters Creek Stream Bank Stabilization will be received
by the City of Millersville, 1181 Louisville Hwy, Millersville, TN 37072,
at 1:00 p.m., local time, on June 10th, 2021,
and then at said office publicly opened and read aloud.**

Mail or deliver proposals to the City of Millersville, 1246 Louisville Hwy, Millersville, TN 37072. Bids should be sealed and marked "Stream Bank Stabilization". Bid must be received by 1:00 P.M. on June 10th, 2021. Postmarks will not be considered. If you have any questions concerning the bid, call 615-859-0880 and speak with Mr. J. Steven Collie, City Manager, citymanager@cityofmillersville.com.

I. Project

The Project consists of the following major element:

Installation of approximately 80 linear feet of Magnum Stone Block Wall as a hard bank stabilization.

The work will be awarded in one Contract.

Contract time is due for completion on or before August 1st, 2021, whichever occurs first.

The Instructions to Bidders, Bid, Contract Agreement, Drawings, Specifications and forms of Bid Bond, Performance Bond, Payment Bond and other Contract Documents may be examined at the following:

OHM Advisors
209 10th Ave South, Suite 154
Nashville, TN 37203

Printed copies of Contract Documents may be obtained at the office of the Engineer, OHM Advisors, upon payment of \$100.00, non-refundable, for each set. Please contact Gina Wiesner via email: gina.wiesner@ohm-advisors.com to order Contract Documents. No partial sets will be sold. Shipment will be via delivery service – two-day delivery. Other shipping will be at the purchaser's additional expense. Street address must be provided to allow delivery.

Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond attached to the Contract Documents or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in the State of Tennessee and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The Owner will in no way be liable for any costs incurred by any bidder in the preparation of its Bid in response to this Invitation to Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond each in the amount of 100 percent of the Bid.

No bid may be withdrawn within 60 calendar days after the scheduled time for receipts of bids.

The Owner reserves the right to reject any or all Bids, to waive informalities and to re-advertise.

The City of Millersville (the City) is accepting proposals and bids from qualified firms for the purchase, location and installation of this stream bank stabilization. It is the responsibility of all bidders to inspect the proposed project and clarify all details relating to this project with the City Manager.

II. Scope of Services

The firm chosen shall provide labor, materials, equipment, tools, supervision and travel necessary to complete the project. Unless otherwise stated in this bid packet, the bid price shall include all elements necessary to complete the project.

The successful bidder will coordinate the installation of the project with the City Manager. Depending upon installation time requirements and other variables, changes and other equipment may have to be substituted. Bidders must be prepared to provide this service and the cost is to be listed on the bid sheet.

III. Bid Content

Bids which do not include the items listed in this section will be considered incomplete and may be deemed non-responsive by the City.

- A. Completed and signed bid sheet. (Attached) Note: The bidder may submit an itemized quotation with the bid sheet. However, the bid sheet must be completed and signed by an authorized representative of the bidding company.
- B. Signed acknowledgement of the General Conditions.
- C. Any support information requested within the Bid Sheet or Specifications.

disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

CITY OF MILLERSVILLE BID - GENERAL CONDITIONS

1. **BID FORM:** Bids must be submitted using this bid form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of thirty (30) days after the date set for the opening of bids.
2. **BID RETURN ENVELOPE:** All bids should be sealed and mailed or delivered to Millersville City Hall. Mark on the outside of the envelope "**Steam Bank Stabilization Bid**". Facsimile or other electronic submission should include a cover sheet that clearly identifies the materials as a bid submission.
3. **INSURANCE:** Bidder shall attach a certificate of insurance, which indicates that a minimum of \$1,000,000.00 liability insurance applies to the equipment and/or service offered in the bid proposal.
4. Prices shall be quoted FOB Millersville, TN. Delivery to City of Millersville location shall be without additional charge unless otherwise requested by the City of Millersville.
5. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. If a brand name is listed in the bid package and a vendor intends to bid another name it is the responsibility of the bidder to notify the Director of Finance of his intent to do so by seven (7) days prior to bid opening. This is to allow time to evaluate equipment or product. Failure to do so may disqualify you as a bidder. An approved equivalent is defined as a bid item that meets or exceeds every specification provided in the bid specifications and is approved by the City of Millersville. However, the City of Millersville reserves the right to choose a specific name brand if standardizing to accommodate parts supply, knowledge of maintenance, and to prevent the need to purchase specialty tools.
6. The bidder is requested to attach brochure-type information and written specifications on the supplies furnished. All guarantees and warranties should be clearly stated.
7. Prices quoted for all machinery, equipment, and vehicles shall include complete parts manual(s), maintenance manual(s), service manual(s), and operator's manual(s) without additional charge and are to be delivered with the unit.
8. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery.
9. Any exceptions to these terms or conditions or deviations from written specifications will be shown in writing and attached to the bid form.

10. Any alteration, erasure, additions to or omission of requested information, change of the specifications or bidding schedule, is made at the risk of the bidder and shall result in the rejection of the bid unless such changes are authorized by the specifications.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
12. Charges for boxing or cartage will not be allowed unless previously agreed upon.
13. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
14. Bidder shall guarantee delivery and be responsible for any costs incurred by the City resulting from a default in the guaranteed delivery. Such costs include, but are not limited to, rental of equipment, labor costs above those projected when using the delayed product, and third party contacts required for completion of work scheduled to be performed by the delayed product.
15. Bidder agrees to defend and save the City of Millersville from and against all demands, claims, suits, costs, expenses, damages, and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
16. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
17. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended and all regulations promulgated thereunder, as the City of Millersville does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 USC 2000d).
18. Contracts and purchases will be made or entered into with the best, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Millersville. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
19. The City reserves the right to determine the best bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.

20. The City reserves the right to determine the best bid by considering durability, maintenance cost over the life of the product and other factors. This may be done by means of past experience or research. Initial cost may not be the sole basis for determining the best bid.
21. The City may request clarification on any aspect of a bid, provided such option of clarification is offered to all vendors submitting a valid bid and requiring such clarification.
22. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

Bidder's company name, signature, and date indicate that these terms and conditions have been read, understood, and accepted.

DATE: _____

COMPANY NAME _____

COMPANY REPRESENTATIVE:

(Printed Name)

(Signature)

TELEPHONE _____ FAX _____

EMAIL _____

THIS DOCUMENT MUST BE SIGNED AND RETURNED WITH THE BID