



**Invitation to Bid – Highway 31 Median Tree Trimming –
Nashville Hwy/Garden St/Carmack Blvd
Solicitation # 431-1119-08
November 5, 2019**

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 November 21, 2019**, and then publicly opened and read aloud for Highway 31 Median Tree Trimming.

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No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.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 as provided with this invitation together with an explanation of any exceptions taken to specifications or additional conditions of the bid.
2. Copy of insurance with limits as required herein.
3. Signed Iran Divestment Act and Drug-Free Workplace Affidavit as included with this invitation to bid.
4. Vendors must have on file before award a current copy of the City of Columbia vendor application. Application may be completed online at <https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration>. Paper applications are available upon request.
5. **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 ITB Highway 31 Median Tree Trimming and opening date of bid, November 21, 2019.

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

The City of Columbia is seeking proposals from qualified companies to raise, thin, and reduce crowns of all Bradford Pear trees along the section of Highway 31 just North of Highway 99 and ending just North of Highway 50. Adequate traffic control must be utilized for the duration of this project.

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 / Bid Sheets:** Bidders shall use the proposal / bid sheets furnished by the City. Failure to submit this sheet as required may render the proposal / bid invalid. Proposal/ Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal/bid 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 item (o) 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 Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time as specified within the invitation to bid. 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.

SPECIAL CONDITIONS

1. All work shall be performed by contractors licensed in the State of Tennessee consistent with the work to be performed.

2. The bid envelope shall conform to the requirements of T.C.A. 62-6-119; whereas, bids of \$25,000 or more shall display on the outside of the bid envelope the name of the contractor, license number, date of expiration and license classification.

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

WARRANTY – Vendor shall furnish information regarding any and all warranties with the bid package

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.

ASSIGNMENT

The contractor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

SUBCONTRACTING

Unless otherwise specified in this solicitation, the contractor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Tennessee and Maury County, Tennessee. Venue of any court action shall be in Maury County Tennessee.

SITE CONDITION

By submitting a bid for the project, the vendor affirms that it has become familiar with local conditions under which the project is to be constructed and operated; and has reviewed and familiarized itself with the site survey and any existing structures on the site, and gathered all other information necessary for a full understanding of the work. Claims resulting from the vendor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived. If during project performance the vendor encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the work and such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the

character provided by the vendor, the vendor shall promptly, but in no event later than two (2) business days after first observance of the conditions, notify the City before conditions are disturbed and give the City opportunity to observe the condition in its undisturbed state.

GENERAL PROJECT REQUIREMENTS

1. Vendor shall raise, thin, and crown all Bradford Pear trees along section of Highway 31 beginning just North of Highway 99 and ending just North of Highway 50. All trees are located in the center median of Highway 31.
2. Vendor shall chip and haul away all material and dispose of material at an approved location.
3. Vendor shall take necessary measures to:
 - a. Protect adjacent properties
 - b. Maintain traffic flow
 - c. Provide a safe and well-marked work zone

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Bid Sheet - City of Columbia
Invitation to Bid – Hwy 31 Median Tree Trimming
Solicitation # 431-1119-08

Highway 31 Median Tree Trimming

Bid- \$_____.

Anticipated working days _____

Are there any other terms and conditions of the bid as submitted? If so please attach _____

In compliance with this Invitation to Bid for Hwy 31 Median Tree Trimming; solicitation 431-1019-06 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

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 Name: _____

Signature: _____

Print Name & Title _____ 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: _____

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of _____
an employer of five (5) or more employees contracting with the City of Columbia
Tennessee to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of

(hereinafter referred to as the "Company"), and is duly authorized to execute this
Affidavit on behalf of the Company.

2. The Company submits the Affidavit pursuant to T.C.A. § 50-9-113, which requires
each employer with no less than five (5) employees receiving pay who contracts with the
state or any local government to provide construction services to submit an affidavit
stating that such employer has a drug-free workplace program that complies with Title
50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am
personally acquainted (or proved to me on the basis of satisfactory evidence), and who
acknowledged that such person executed the foregoing affidavit for the purposes therein
contained. Witness my hand and seal at office this _____ day of
_____, 20____.

Notary Public

My commission expires: _____