



**REQUEST FOR BIDS
FOR THE CITY OF MT. JULIET, TN**

**Request for Bid
Cedar Creek Greenway Boardwalk Stain**

Issued By:

**City of Mt. Juliet, TN
2425 N. Mt. Juliet Rd.
(615) 754-2554**

Date of Issue: March 22, 2023

Bid Due Date: April 6, 2023 at 10:00 AM CST

**Bids must be in sealed envelope
Clearly Marked “ Bid P-397 Cedar Creek Greenway Boardwalk Stain”
Dated April 6, 2023**

**Delivered to:
Attn: Finance Director
City of Mt. Juliet
2425 N. Mt. Juliet
Mt. Juliet, TN 37122
NLT 10:00AM CST 4/6/2023**

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



Background of the City of Mt. Juliet, TN

The City of Mt. Juliet, TN is located in the Nashville, TN metropolitan area. The city had a population of 39,000+ according to the 2022 National Census and is one of the fastest growing cities in the State of Tennessee. The city has 4 elected commissioners and an elected mayor, which comprise the governing body. The governing body hires a professional City Manager as the chief administrative official. The City Manager is responsible for all city personnel. The city currently provides public safety, building inspection and codes enforcement, public works, parks and recreation, and administrative functions.

General Bid Information

Sealed proposals for “**Cedar Creek Greenway Boardwalk Stain**” will be received at the office of the City of Mt. Juliet Finance Department at 2425 N. Mt. Juliet Rd, Mt. Juliet, Tennessee 37122, Attention: Dana Hire, on or before 10:00am on April 6, 2023, and immediately thereafter all bids will be publicly opened and read aloud. Please contact Rocky Lee at RLee@mtjuliet-tn.gov should you have any questions.

BID FORMS

Two paper copies of the bid are required. All paper bids must have the name of the project, and the bid due date on the outside of the envelope. Paper bid must be signed by authorized representative of company/business placing bid at time bid is received by the City of Mt. Juliet. Bidder will show evidence of license, expiration date and classification if required and when applicable.

Electronic Bids will be accepted for this Request for Bids. If you would prefer to submit your bid electronically, please email to bids@mtjuliet-tn.gov.

Special Notice on Iran

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 for submissions in excess of \$250k, unless the contractor has fewer than 10 employees, each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn_Code_Ann.12-12-106_Iran_Divestment_Act-July.pdf

Special Notice on Israel

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 for submissions in excess of \$250k, unless the contractor has fewer than 10 employees, each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.



SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Bids; policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements.

BID REJECTION

The City reserves the right to reject any or all bids, combinations of items, or lot(s), and to waive defects or minor informalities. The City is a member of certain coalitions and has access to the pricing provided by state contracts. The published prices by the state or any of the coalitions for RFB items shall be considered a sealed bid which the City may accept. Any other bid that is not sealed will “NOT” be accepted. Any bid received after time and date indicated will be discarded.

Bidders may not restrict the rights of the City or otherwise qualify their bids. If a Bidder does so, the City may determine the bid to be a nonresponsive counteroffer, and the bid may be rejected.

The City reserves the right, at its sole discretion, to waive variances in bids provided such action is in the best interest of the City. Where the City waives minor variances in bids, such waiver does not modify the RFB requirements or excuse the Bidder from full compliance with the RFB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the RFB. In the event of multiple line items or interchangeable items, the city reserves the right to select items from multiple bidders.

Bidders must comply with all of the terms of this RFB and all applicable state laws and regulations. The City may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFB.

PAYMENT FOR CITY PURCHASES

Purchase orders will be issued after the RFB is reviewed and payment will be made by the City of Mt. Juliet 30 days after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number where applicable.

IDEMNIFICATION

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work. On-site vendors are required to provide proof of insurance



(general liability, workers comp, auto and excess). On-site vendor will add the City of Mt. Juliet as an additional insurer if requested.

COMPLIANCE

In the performance of a contract that results from this RFB, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

SUITABLE MATERIALS, ETC.

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFB, product brand names or model numbers are examples of the type and of product quality required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number with a description of the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. For example, if the specifications call for 98 decibel alarm and the product offered has only 95, the city reserves the right to consider the 95 decibel alarm offering as adequate. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

FIRM OFFER

For the purpose of award, offers made in accordance with this RFB must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later. The city anticipates selection within 10 business days.

BID PREPARATION COSTS

The City is not liable for any costs incurred by the bidder in quote preparation.

CONFLICT OF INTEREST

An elected or appointed official, or employee of the City of Mount Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the elected or appointed official, or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the elected or appointed official, or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

DEFAULT

In case of default by the contractor/vendor, for any reason whatsoever, the City of Mount Juliet may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

CONTINUING OBLIGATION OF CONTRACTOR

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



Notwithstanding the expiration date of a contract resulting from this RFB, the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

BILLING INSTRUCTIONS

Invoices must be billed to the Finance department at the address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment should be addressed to the Finance Department of the City of Mt. Juliet.

DISCRIMINATION CLAUSE

The City of Mt. Juliet is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

BID SPECIFICATIONS

We are looking to have the new boardwalks at Cedar Creek Greenway be sprayed with a clear seal coat. Below are the specs that we are looking for:

- Looking for a clear seal coat be applied to board walks, handrails, and spindles.
- 1600 linear feet of boardwalk, handrail, and 4ft spindles.
- 20000 sq ft of actual board walk at 1600 linear ft by 12ft wide.
- Top and sides to be sprayed excluding the underneath side.

Company Name: _____
Authorized Signature: _____
Print Name: _____
Title: _____
Date: _____
Address: _____
City/State/Zip: _____