

**Request for Bid #1661  
(RFB)**



**ASPHALT SERVICES**

**CLOSING LOCATION:  
ATHENS MUNICIPAL BUILDING  
ATTN: PURCHASING  
815 North Jackson Street  
Athens, TN 37303  
(423) 744-2780**

**ISSUED:**

**April 6th, 2018**

**DUE:**

**April 25th, 2018, 2 PM EST**

**NOTICE FOR REQUEST FOR BID**  
**RFB #1661**

Notice is hereby given that the City of Athens is receiving sealed bids for **Asphalt Services** located within the City of Athens as described by specifications included in this bid package.

Bids shall be identified on the exterior of the sealed envelope with all the information included in the attached Bid Return Address Sheet. Bids are to be addressed to the City of Athens and mailed or delivered to the following address:

**City of Athens**  
**Attn: Purchasing**  
**815 North Jackson Street**  
**Athens, TN 37303**

Sealed bids will be **received until April 25, 2018 at 2:00 PM Eastern**. Late bids will not be considered under any circumstances. Bids will be accepted if the date/time stamped by the Purchasing Department is 2:00 PM; date/time stamps of 2:01 or later will be rejected.

During the evaluation process, the City of Athens reserves the right, where it may serve the City of Athens best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. Questions and requests for clarification or additional information by electronic mail should be directed by telephone or e-mail to the following City contact:

**James A. Gallup**  
**Purchasing**  
**423-744-2780**  
**[Purchasing@CityofAthensTN.com](mailto:Purchasing@CityofAthensTN.com)**

# BITUMINOUS HOT MIX ASPHALT SPECIFICATIONS

Provide price for asphalt material as indicated on the bid submittal form of this request for the grades of asphalt indicated, delivered, in place. Price for in-place asphalt must include transportation and any and all other costs on a per ton basis.

Also, provide price for asphalt for the grades indicated to be picked up at the asphalt plant by City of Athens trucks.

Bids may not be withdrawn for a period of sixty (60) days from the bid opening date.

All bidders must be licensed contractors to perform the type of construction described herein, as required by TCA 62-6-102 and 62-6-111.

All bidders must be pre-qualified by the Tennessee Department of Transportation to perform asphalt placement work in Tennessee and must provide current year state acceptance certification.

All asphalt material, method of placement and equipment used to process and place material must conform to current Tennessee Department of Transportation specifications. Including but not limited to the proper use of tack coating at current TDOT specifications of application. Windrow method of applying tack coat is not acceptable and tack coat must be uniformly applied across the surface.

Contractor must provide street edge clipping, tack coat, and sweeping the edge of the street with a motorized broom as a part of the cost on a per ton basis.

Contractor must provide traffic control and any signs required by the uniform traffic control manual for the project during contract period.

The material and/or services delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is accepted to the satisfaction of the City and is to be in compliance with the terms, herein, fully in accordance with the specifications and be of the highest quality. In the event the materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.



## TERMS & CONDITIONS

1. BID SUBMITTAL FORM: Bids must be submitted on this 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 their bid within a period of thirty (30) days after the date set for the opening of bids.
2. SEALED BIDS: ALL bids must be SEALED and properly identified with the name and address of bidder; the date, time, bid number and project title on the OUTSIDE of the bid return envelope.
3. INSURANCE: A sheet of minimum "INSURANCE REQUIREMENTS" shall be attached to these terms and conditions when applicable. This sheet is provided for you and your insurance company.
4. Prices shall be quoted FOB Athens, TN. Delivery to City of Athens locations shall be without additional charge unless otherwise requested by the City of Athens.
5. Failure to examine any drawings, specifications, and instructions will be at bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications, and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Department. An interpretation of the document will be made only by addendum issued by the Purchasing Department to each firm to whom an invitation was forwarded. The City will not be responsible for explanations or interpretations of bid documents except as issued in accordance herewith.
6. 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 Purchasing Department 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 disqualifies 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 Athens. However, the City of Athens reserves the right to choose a specific name brand if standardizing to accommodate parts supply, knowledge of maintenance, and to prevent the purchase of specialty tools.
7. The bidder is requested to attach brochure-type information and written specifications on the supplies furnished. All guarantees and warranties should be clearly stated.
8. 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.
9. Bids and modifications or corrections thereof received after bid closing will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
10. Any exceptions to these terms or conditions or deviations from written specifications will be shown in writing and attached to the bid form.
11. 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.

12. 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.
13. Charges for boxing or cartage will not be allowed unless previously agreed upon.
14. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
15. Bidder agrees to defend and save the City of Athens 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, unit prices 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 Athens 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 lowest, 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 Athens. 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 low bidder either based on the individual items or based on all items included in its Request for Bids, unless otherwise expressly provided in the Request for Bids. 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 Request for Bids.
20. The City reserves the right to determine the low bidder by durability and maintenance cost over the life of the vehicle or equipment. This may be done by means of past experience or research. Initial cost may not determine low bid.
21. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

By signing below, I hereby acknowledge that I have read, understood, and accepted the above Terms & Conditions:

\_\_\_\_\_  
 BIDDER'S COMPANY NAME

\_\_\_\_\_  
 COMPANY REPRESENTATIVE PRINTED NAME

\_\_\_\_\_  
 SIGNATURE

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID

# CITY OF ATHENS

## STANDARD INSURANCE REQUIREMENTS

1. Statutory Worker's Compensation Insurance
  - a. Employer's Liability:
    - Bodily Injury by Accident - \$100,000 each accident
    - Bodily Injury by Disease - \$500,000 policy limit
    - Bodily Injury by Disease - \$100,000 each employee

NOTE: WC coverage may be waived if the contractor is the sole proprietor only, with no employees, and can provide the City of Athens with an APPROVED I-5 form from the Department of Labor

2. Comprehensive General Liability Insurance
  - a. \$700,000 limit of liability per occurrence for bodily injury and property damage
  - b. Comprehensive form covering all owned, non-owned, and hired vehicles
3. Auto Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - b. Comprehensive form covering all owned, non-owned, and hired vehicles
4. City of Athens (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies
5. The Cancellation provision should provide 30-day notice of cancellation
6. Certificate holder should read:

City of Athens  
815 N. Jackson Street  
Athens, TN 37303

7. Insurance company must have an A.M. Best Rating of A-6 or higher
8. Insurance company must be licensed to do business by the Tennessee Secretary of State
9. Insurance company must be authorized to do business in Tennessee by the Tennessee Insurance Department

REVISED 01/28/09

**CITY OF ATHENS TENNESSEE**

**TCA 62-6-119**

**BID COMPLIANCE FORM**

**FROM:**

**NOTE: This form MUST be attached to the sealed envelope containing the bid.  
Failure to provide all of this information on the sealed envelope shall void such bid.**

**PRIME CONTRACTOR'S IDENTIFICATION**

Name \_\_\_\_\_

Address \_\_\_\_\_

TN License No. \_\_\_\_\_ Exp Date \_\_\_\_\_

BID NUMBER \_\_\_\_\_

BID NAME \_\_\_\_\_

BID OPENING DATE \_\_\_\_\_ TIME \_\_\_\_\_

**TO:**

**PURCHASING DIVISION  
CITY OF ATHENS  
815 N. Jackson Street  
Athens, TN 37303**