



City of Maryville
Purchasing Department - Utilities
332 Home Avenue
Maryville, TN 37801
(865) 273-3332

July 23, 2024

The City of Maryville will receive **electronically or hard copy submitted bids** until **2:00 p.m. Eastern Time, August 08, 2024**, for Wood Utility Poles. The bid opening will be held in the Operations Center Purchasing Office located at 332 Home Avenue, Maryville, Tennessee 37801.

All prices quoted must be F.O.B. to the City of Maryville Operation Center located at 332 Home Avenue, Maryville, TN 37801. The City of Maryville reserves the right to reject any or all bids; City reserves the right to award on an item-by-item basis, schedule basis, all or none basis, or multiple award. City reserves the right not to award this solicitation. Unsigned or late bids will not be considered under any circumstances. Bids will be awarded based on price, previously demonstrated performance of products and/or services, and ability to deliver in a timely manner.

Please quote your prices in the unit of measure requested on the bid form (failure to do so will result in bid rejection) and submit your bid to Karen Smitherman, Buyer and Strategic Sourcing Specialist, City of Maryville at:

For paper submittals please use the mailing address:
ATTN: Karen Smitherman, 332 Home Avenue, Maryville, TN 37801

OR

For electronic submittals please use the email address:
COMsealedbid@maryville-tn.gov

Please mark the subject line “Bid No. 01-25 for Wood Utility Poles”

Opening Date/Time: August 08, 2024 at 2:00 p.m. Eastern Time

Sincerely,

Karen D. Smitherman, NIGP-CPP, CPPB, PMP
Buyer & Strategic Sourcing Specialist
City of Maryville, Tennessee

CITY OF MARYVILLE BID FOR WOOD UTILITY POLES

PRICING: Suppliers must complete the pricing listed below and submit the forms with their response. Failure to do so will result in your bid being deemed non-responsive. Pricing will include all work, equipment, and supplies to provide the products and/or services listed. Suppliers are to provide firm pricing for each item as listed in the table below. The price listed must include all costs associated with the work (e.g.: insurance, salaries, per diems, overhead, profit, technology fees, licenses, fuel surcharges, and vehicle costs). No further compensation will be paid by City unless authorized in writing by the City of Maryville Public Utility Director (or their designee) and approved by the City Manager of the City of Maryville. Written approval must be received prior to products being delivered and/or work being scheduled or completed.

ITEM	DESCRIPTION	NUMBER OF POLES PER TRUCK LOAD	PRICE PER EACH	PROPOSED TOTAL FOR TRUCK LOAD	LEAD TIME	BID PRICE HELD UNTIL:
1	Two truck loads of 45-foot Class 2 REA Specification M20, Low Odor QNAP treated to AWWA Standard T1 requirements, wood poles, inspected by "WQC" inspector. Driver to unload at site.		\$	\$		
2	One truck load of 30-foot Class 5 REA Specification M20, Low Odor QNAP, DCOI, treated to AWWA Standard T1 requirements wood poles, inspected by "WQC" inspector. Driver to unload at site.		\$	\$		

Company Name: _____

Authorizing Signature: _____

Title: _____

Phone: _____

Email: _____

SUBMIT QUESTIONS: Prospective contractors may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on July 29, 2024**. Submit questions via email to Karen Smitherman at kdsmitterman@maryville-tn.gov. After the date and time that the supplier receives this solicitation, any contact initiated by any supplier with any City representative concerning this solicitation, other than the Purchasing Office representative listed herein, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the supplier from this procurement transaction.

Note on Shipping: Prices for all products shall reflect your anticipated shipping costs for the entire delivery. **NO AUTOMATIC FREIGHT OR FUEL SURCHARGE ADD-ONS WILL BE ACCEPTED.** Any fuel surcharge which you believe is necessary must be agreed upon by each respective City prior to shipping. Failure to deliver in a timely manner per bid specifications may result in cancellation of contracts.

GENERAL CONDITIONS

(READ CAREFULLY)

1. PREPARATION OF BIDS.

1. Only bids submitted on bid forms furnished by the City will be accepted. No telephone or fax bids will be accepted.
2. Bids submitted in hard copy must be enclosed in a sealed envelope; the company name and address, the bid number, and due date must be plainly identified on the outside of the sealed envelope.
3. All hard copy bids must be delivered or mailed to the Buyer and Strategic Sourcing Specialist, City of Maryville, 332 Home Avenue., Maryville, Tennessee, 37801, unless otherwise directed in the bid.
4. It is the bidder's responsibility to ensure that their bid response, whether written or electronic, is delivered at the proper time and place as indicated in the bid document.
5. Late bids will not be considered or returned. They will remain unopened and become part of the bid file.

2. **PRICING.** Each item must be priced separately. Unit prices must be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3. **BID OPENINGS.** Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

4. **SIGNATURE ON BIDS.** Each bid must include the full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind the company in contract.

5. **ACCEPTANCE AND REJECTION.** The City reserves the right to reject any or all bids, to waive informalities and to accept the bid or bids in its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order and/or contract.

6. **BID EVALUATION.** Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

7. **AWARD.** Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

8. **MULTIPLE ITEM BIDS.** When more than one item is specified in the Invitation to Bid, the City will determine the low bidder either on the basis of the individual items or on all the items included in the bid. ALL or NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

9. **TIME OF DELIVERY.** Time of delivery is a part of the consideration and must be stated in the definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order.

The contractor shall be required to maintain or have available an inventory sufficient to make shipment within the time stated in their bid. The vendor may request a delivery extension in a letter to the Buyer listed in the solicitation if conditions arise that would prevent them from meeting their quoted delivery schedule. The City reserves the right to accept or reject this request.

10. **DEFAULT.** In case of default of the Contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost resulting from this action.

11. **BRAND NAMES.** Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements that will provide the City with the best product available at the lowest possible price.

If a bidder offers an alternate, they must include the brand name and/or model they propose to furnish and include complete descriptive literature and specifications that clearly describe the article offered and how it differs from the referenced brand.

Reference to literature previously furnished will not satisfy this provision.

UNLESS BIDDER SPECIFIES OTHERWISE IN THEIR BID, IT WILL BE UNDERSTOOD THAT THEY ARE OFFERING THE REFERENCED BRAND ITEM AS STATED.

The City alone reserves the right to determine whether a substitute offer is equivalent and meets the standards of quality and suitability to City's needs as indicated by the brand referenced. A sample or demonstration may be required at the expense of the vendor.

12. **SAMPLES.** The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

13. **DISCOUNT PERIOD.** Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

14. **FOB POINT.** All prices quoted are to be FOB delivered to the using department, 332 Home Avenue, City of Maryville, Tennessee 37801 (unless another FOB point is stated on the bid form). Deliveries must be made between 8:30 a.m. and 3:00 p.m. Eastern time Monday through Friday; City observed holidays excluded. The successful bidder will assume all responsibility for damage in transit.

15. **TAXES.** Each City is exempt from Federal excise taxes and State and local sales or use taxes. Exemption certificates will be furnished upon request.

16. **CONDITION STANDARDS.** It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

17. **INSPECTION.** All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

18. **SAFETY STANDARDS.** Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirement of OSHA and any standards thereunder.

19. **PARTS AND SERVICE.** The successful bidder must be able to provide adequate parts and services for items bid.

20. **BID TABULATIONS.** Tabulations of bids will be furnished upon request.

21. **The City of Maryville shall not discriminate against any vendor seeking to transact business with the City regardless of race, religion, creed, color, sex, national origin, age or physical handicap. 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.**

PENALTIES

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons.

1. Bid received after bid opening date.
2. Bid not signed.
3. Descriptive literature on alternate bid not included in bid.
4. Sample not provided if required / requested.