



# City of Alcoa Purchasing

223 Associates Blvd., Alcoa, Tennessee 37701

(865) 380-4800 FAX (865) 380-4797

## INVITATION TO BID

The City of Alcoa will be accepting separate sealed bids for an annual blanket purchase authorization of DIRECTIONAL UNDERGROUND BORING until 2:00 p.m., Tuesday, May 13<sup>th</sup>, 2025 at the office of the Alcoa Purchasing Agent, 223 Associates Blvd., Alcoa, Tennessee, 37701.

Bids may be submitted via U.S. Mail / UPS / FedEx, etc., hand delivered, or e-mailed to [coasealedbid@cityofalcoa-tn.gov](mailto:coasealedbid@cityofalcoa-tn.gov). Regardless of the mode, the Bidder shall be responsible for the early delivery of their bid. Mailed or hand-delivered Bids should be in a sealed envelope and labeled "Directional Underground Boring, RFB 25086, Bid Enclosed." The subject line of e-mailed bids shall state the same. Bids received after the deadline will be unopened and discarded.

Bids shall be addressed to:

City of Alcoa Purchasing  
Attn. Ashley Wagner, Purchasing Agent  
223 Associates Blvd.  
Alcoa, TN 37701

All purchases are F.O.B. City of Alcoa, TN.

The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate Bid with the lowest bidder prior to acceptance, and to accept partial Bids. Bids must be submitted on the Bid form issued by the City and must be completed (in ink) and signed accordingly.

The City of Alcoa reserves the right to waive any formality in any bid, to reject any or all bids, and to accept the best bid for the City as determined by City Officials. The City also reserves the right not to enter into any contract as a result of this bid invitation.

Questions regarding this bid may be directed to Ashley Wagner, Purchasing Agent, via telephone (865) 380-4822 or e-mail [awagner@cityofalcoa-tn.gov](mailto:awagner@cityofalcoa-tn.gov). Any questions regarding this bid shall be submitted no later than 48 hours prior to the bid deadline.

This solicitation has been developed in accordance with Title VI of the Civil Rights Act of 1964 which provides that no person shall, on the grounds of race, sex, age, national origin, or disabling condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Thank you in advance for your interest in doing business with the City of Alcoa.

Sincerely,

Purchasing Agent

**EXCELLENCE IN SERVICE - QUALITY OF LIFE**

[www.cityofalcoa-tn.gov](http://www.cityofalcoa-tn.gov)

## **CITY OF ALCOA INSTRUCTIONS TO BIDDERS**

### **Bid Evaluation**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- A. The bidder's experience, reputation, efficiency, judgment, and integrity.
- B. The quality, availability and adaptability of the requested products or services.
- C. The bidder's ability to provide future maintenance and/or services.
- D. Any other applicable factors as the City determines necessary and appropriate (which may be requested by the city prior to award).

### **Award of Contract**

The City holds the right, in its judgment, to award the contract to the bidder(s) which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in whole or in part on the bid evaluation noted above. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the City of Alcoa.

### **Laws, Permits and Regulations**

The Contractor shall comply with all State and Local laws, ordinances, regulations, and requirements applicable to work hereunder. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations, or other requirements, she/he shall promptly notify the City of Alcoa in writing.

### **Cancellation of Award**

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City. The Vendor is advised that if in the event appropriated funds are legitimately unavailable for this product in successive fiscal years, such purchase orders resulting from this bid are null and void.

### **Cooperative Purchasing**

Unless stated otherwise, vendor agrees that it shall be permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

### **Iran Divestment Act**

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 § 12-12-106.



**STATE OF TENNESSEE  
IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

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**CONTRACTOR SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE**



**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>



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<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>

## GENERAL SCOPE AND SPECIFICATIONS

### 1. SCOPE OF WORK

The City of Alcoa is seeking a vendor that can provide Directional Underground Boring as needed for various underground projects throughout the City during the period of July 1, 2025 through June 30, 2026. The goal of the directional underground boring is to minimize the impact to the surrounding environment and provide shorter construction times. The Contractor will also be responsible for all job site safety including, but not limited to, trench shoring & jacking and traffic control per the Manual on Uniform Traffic Control Devices (MUTCD) guidelines. The Contractor will also be responsible for any damages or claims incurred as a result of this work.

### 2. REQUIREMENTS

- A. Any vendor wishing to compete in this bid must provide in their bid packet the equipment they use to locate and guide their drilling head which is very important in preventing unnecessary, costly, and sometimes dangerous damage.
- B. The successful bidder will be responsible for obtaining all required permits and for obtaining and maintaining a utility locate from TN811.
- C. The vendor will be responsible for providing all tools and equipment to accomplish each task. \* **PIPE WILL BE SUPPLIED BY THE CITY OF ALCOA.**
- D. The vendor will be responsible to make whole any damage to landscaping, pavers, roadways, asphalt, concrete, underground utilities that is a result of any directional drilling or excavating work. All restoration will be the sole responsibility of the vendor.
- E. The vendor shall warranty all Fusion welds for a period of 1 year.
- F. The vendor shall lay out the work site that is safe to the public and in a manner that minimizes the impact to the general public and private property owners. Any work site found unsafe shall be halted by the City until needed safety measures have been met.
- G. All traffic control and work zone setup shall follow MUTCD rules.
- H. All openings and trenches shall be covered after each workday to minimize the risk of someone falling into an opening.
- I. At the end of each workday the vendor shall ensure that the area is free of debris and waste and be carried away by the vendor or contained in an approved dumpster onsite that is provided at the vendors expense.

### 3. CONTRACT TIME

The work under this contract shall be dependent upon the work schedule of the City. However, each directional drill shall be completed within thirty (30) calendar days of Contractor's receipt of Notice to Proceed.

**DIRECTIONAL UNDERGROUND BORING**

**BID SCHEDULE**

<b>Item No.</b>	<b>Description</b>	<b>Unit (Linear Foot)</b>	<b>Unit Price</b>
1	Directional Drilling Pipe size 1 ¼”	30-100 linear Feet (Price Per Foot)  Additional > 100’ (Price Per Foot)	\$ _____  \$ _____
2	Directional Drilling / Pipe size 1 ½”	30-100 Linear Feet (Price Per Foot)  Additional > 100’ (Price Per Foot)	\$ _____  \$ _____
3	Directional Drilling / Pipe size 2”	30-100 Linear Feet (Price Per Foot)  Additional > 100’ (Price Per Foot)	\$ _____  \$ _____
4	Directional Drilling / Pipe size 2 ½”	30-100 Linear Feet (Price Per Foot)  Additional > 100’ (Price Per Foot)	\$ _____  \$ _____
5	Directional Drilling / Pipe size 3”	30-100 Linear Feet (Price Per Foot)  Additional > 100’ (Price Per Foot)	\$ _____  \$ _____
6	Directional Drilling / Pipe size 4”	30-100 Linear Feet (Price Per Foot)  Additional > 100’ (Price Per Foot)	\$ _____  \$ _____

## **TERMS AND CONDITIONS**

**INSURANCE REQUIREMENTS:** The Respondent will be required to indemnify and hold the City of Alcoa harmless from suits or actions of any kind, including workers' compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Respondent or his agents. The Respondent, if deemed necessary, will furnish copies of insurance certificates with the City of Alcoa included as additional insured on policies for comprehensive general liability with limits of not less than \$2,000,000 (\$2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit \$2,000,000, \$2,000,000 aggregate must be maintained. The City of Alcoa must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy. The Respondent will furnish copies of insurance certificates for statutory workers' compensation and employers' liability with limits of not less than \$1,000,000.

**HOLD HARMLESS:** The Respondent agrees to protect, defend, and hold the City of Alcoa harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article, or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid.

**INDEMNIFICATION:** The Respondent agrees to indemnify and hold the City of Alcoa harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants, or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City of Alcoa whenever such insurance, in the opinion of the City of Alcoa, is deemed necessary.

**TAX:** The City of Alcoa is a political subdivision of the State of Tennessee and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state, or local government tax authority. The City of Alcoa is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the City of Alcoa. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the City of Alcoa, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the City of Alcoa. These sales or use taxes will not be reimbursed by the City of Alcoa, nor will any prices be adjusted on account of such taxes. The Respondent shall file an "Application for Exemption Certificate" with the Tennessee Department of Revenue and submit copies of such certificate to the City of Alcoa upon award of the contract and prior to commencement of any work.

**EQUAL OPPORTUNITY:** In connection with the performance of any work under the bid and in accordance with Title VI of the Civil Rights Act of 1964, the Respondent shall agree not to

refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

**PAYMENT:** The City of Alcoa payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the City of Alcoa of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to The City of Alcoa, Attn: Accounts Payable, 223 Associates Blvd., Alcoa, TN 37701.

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Company

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Bidder's Authorized Representative Signature

\_\_\_\_\_  
Date