

Request for Sealed Bid

Vegetation Management Services for Herbicide Application on Elizabethton Electric Rights-Of-Way

PURPOSE

Elizabethton Electric is soliciting sealed written bids from qualified companies to control woody vegetation through the application of herbicides on approximately one hundred miles of overhead power lines. Sealed bids will be received at Elizabethton Electric Department 400 Hatcher Lane, Elizabethton TN 37643 Monday, July 26, 2021 11:00 AM, local time.

INTENT

Elizabethton Electric Department (EED) intends to award a contract to one who has extensive experience in this field. EED strongly encourages creative approaches. The Bids will be evaluated on:

- Unit Costs
- Contractor Qualifications
- Similar Work
- References
- Presentation of Information (a technical proposal with all the required information)

ADDITIONAL INFORMATION / ADDENDA

EED reserves the right to amend this Request for Bid (RFB). It is the contractor's responsibility to check for any addendum issued for this RFB prior to submitting the bid.

In the event additional information is required, all inquiries must be submitted in writing to [Doug McFadden P.O. Box 720, 400 Hatcher Lane Elizabethton TN 37643]

All questions must be received three (3) business days prior to the RFB closing to allow ample time to post any addendum or changes if necessary.

EED will recognize only communications, which are in writing. EED shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

BID SUBMITTAL

Bids shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual). All expenses for making this bid to EED are to be borne by the Contractor. EED reserves the right to retain all bids submitted and to use any ideas in a Bid, regardless of whether that bid is selected.

One (1) original bid and Three (3) copies of your bid shall be submitted in one sealed package, clearly marked on the outside *“Vegetation Management Services for Herbicide Application on Elizabethton Rights-Of-Way”* and addressed to, WITH TENNESSEE STATE CONTRACTOR’S LICENSE NUMBER ON THE OUTSIDE ENVELOPE (required to open):

Elizabethton Electric Department
P.O. Box 720, 400 Hatcher Lane,
Elizabethton TN 37643

All terms submitted in this Bid shall remain valid for a period of not less than Sixty (60) days from the date of the RFB opening.

Failure to submit any required data item or inaccurate responses may be cause for rejection.

ORGANIZATION AND HISTORY: Failure to include any information may be ample cause for rejection of the bid as non-responsive.

1. Please provide the name, title, address, telephone number, e-mail address, and fax number of the individual(s) responsible for responding to this bid.
2. Summarize or outline any qualifying work performed for EED in the past and/or throughout Tennessee.
3. Provide a schedule outlining the estimated dates (or timeline) of the application.
4. Provide a list of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number

SCOPE OF SERVICES

Provide EED, with vegetation management services, which include:

- Roadside Right-Of-Way (ROW) Herbicide Application to control brush and woody vegetation as requested and outlined by the EED Project Manager
- Bare Ground Weed Control (BG) to substation areas, laydown yards, etc

Prices for these materials will remain firm for a one-year term, with options to renew for three (3) additional one-year terms. The initial effective term will be [July 1, 2021] through [June 30,2022]. EED at its sole option may offer annually to extend the Contract for up to three (3) additional one-year terms.

INSURANCE REQUIREMENTS

The Contractor shall be responsible for their work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever

with the contracted work. The Contractor shall, during the continuance of all work under the Contract, provide the following:

A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, each disease, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Tennessee, or which may be herein after enacted.

B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of EED, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of EED, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation of automobiles or vehicles.

Contractor shall notify EED, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to EED.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, EED shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude EED from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.

The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

SPECIFICATIONS

1.0 GENERAL:

1.1 Scope: Provide EED, Elizabethton Electric, with a 1-year service agreement renewable annually for three additional years for vegetation management services, which include:

- Right-Of-Way (ROW) Herbicide Application to control brush and woody vegetation as requested and outlined by the EED Project Manager.

2.0 SERVICE REQUIREMENTS:

2.1 Herbicide Application Services: The successful bidder will furnish herbicide application services, along overhead power lines. The service will consist of a Low-Volume (LV) spray application of herbicides to all ROW overhead line areas.

2.1.1 Herbicide Applicator Experience: Bidder shall have experience with Vegetation Management (VM) herbicides in the reducing woody stem count on utility rights-of-way and with non-selective control in bare ground areas. Bidder shall provide a list of the Vegetation Management (VM) herbicides the firm has used recently in EED's geographical region, within past three years, with rates and target vegetation. Contractor may simply include labels of herbicides it plans to use, with corresponding use rates.

2.1.2 Supervisor: Bidders shall appoint a Supervisor. Contractor's Supervisor must have at least three (3) years of experience in utility right of way herbicide applications and possess a current Commercial Pesticide Applicator's License, issued by the State of Tennessee, who will provide onsite supervision of chemical application. Commercial Pesticide Licenses must include Categories C03 and C06 for right of way and turfgrass use. Provide the Supervisor's resume. Provide a copy of the Supervisor's Tennessee Commercial Pesticide Applicator's License with the proper endorsements. Only licensed applicators working out of the Selected Contractor's servicing office will be allowed to submit licenses for application approval. Verification of employment can be requested before, during, or after application.

2.1.3 Bidder References: The bidding vegetation management company shall have documented proven, successful contracts from at least three (3) TN Customers that the bidder supports as similar in scope, complexity, and cost as per the requirements of this specification. These existing customers shall be available for reference and their contact info included in document form with this bid.

2.1.4 Disclosure of Services: In letterform, Bidder must state that they are indeed a Commercial Applicator. They must also acknowledge that the majority of their business is Commercial Application of herbicides, and NOT one of the following: Manufacturer, Distributor, Wholesaler, Re-Wholesaler, or any other type of Retail Herbicide Enterprise that would create *Conflicts of Interest* with participating Commercial Application Companies.

2.2 Frequency of Applications: Application frequency and dates shall be determined by EED and Contractor to meet the Performance Specifications in this document.

2.3 Equipment Requirements: Equipment shall be considered adequate by industry standards as functional application apparatuses. The spray equipment must be free of leaks and properly maintained prior to being onsite. The Contractor shall be required to demonstrate that their equipment and operators are capable of responsibly transporting, applying, and securing herbicides. A list of all Equipment to be used must be submitted with bid.

2.3.1 Mobilizing Equipment and Roadway Areas: Prior to commencement of work, all equipment necessary to perform the required services in this contract shall be inspected and approved by Contractor. Each motorized unit of mobile spray equipment must be free of oil and fluid leaks, as well as have had proper maintenance and inspection before being onsite. Proper safeguards such as spill kits, fire extinguishers, etc. must be onboard all necessary vehicles.

2.3.2 All Spray Outlets: All spray outlets shall have instantaneous shut-off valves immediately accessible to the spray operator from their operating position.

2.4 Herbicide Selection and Application Details: Organization is mandatory.

2.4.1 Daily Progress Reports: The Contractor shall submit a written report each day to EED of work performed the previous day. The above report can be a copy of the Herbicide Application Report, as long as it has accurate descriptions of the areas treated each workday. Descriptions shall include at a minimum the name of substation being treated, the number of acres treated on each specific circuit of ROW, and the chemical herbicides used on the ROWs. A blank copy of this report must be submitted with bid for approval.

2.4.2 Herbicide(s) that will meet the performance specifications in this RFB, shall be selected by the Contractor. The herbicide(s) to be used for each application along with the application rate, and targeted goals and vegetation shall be submitted to the EED Project Manager for approval fourteen (14) days prior to the scheduled application date.

2.4.3 Chemical Safety Data Sheets must be on sent to the EED Project Manager fourteen (14) days prior to the scheduled application date for chemical herbicides or be previously on file with EED Road Department.

3.0 SAMPLING & INSPECTION:

3.1 Inspections: EED will conduct periodic site inspections during and post-application for reliability and verification. If EED finds successful Contractor in violation of requirements listed in these specifications, the Contractor can be dismissed and precluded from participating in future opportunities with EED.

3.2 Chemical Sampling: Chemical samples shall be taken at the discretion of EED.

4.0 Performance Requirements:

4.1 Utility Right-Of-Way (ROW) Herbicide Application for overhead line areas: Herbicide application shall effectively control (90%) all woody vegetation within the ROW. In addition, the application must meet the following objectives:

- Introduce no damage to adjacent agricultural crops
- Introduce no damage to adjacent privately maintained lawns or landscape
- Conform to all State and Federal and local laws and regulations
- Safely work in permissible areas, while being respectful of land owners
- Alert EED of any damage to the Utility's property, as well as alert to unsafe conditions.

5.0 COSTS, PRICING, AND INVOICING:

5.1 Cost Structure: The costs of this project are quantified in "per mile" or "per acre" price formats. These prices will include all inventory, delivery, application, and labor of the specific herbicide application. These prices shall be reflected in a turnkey format. All subsequent and warranty applications are included in the initial cost "per mile" or "per acre".

6.0 QUALITY ASSURANCE:

6.1 Contractor's Qualifications: Contractor is experienced, as determined by EED, as one who specializes in work similar to that required for this project within Tennessee.

6.2 Pre-Construction Meeting: Contractor shall conduct a pre-construction meeting with the EED Project Manager prior to being issued a Notice-to-Proceed (NTP) to verify project requirements, license(s), Submittals, schedule, and other project requirements.

6.3 Firm must have experience with and knowledge of EPA environmental regulations regarding bodies of water and environmentally sensitive areas. This includes knowledge of General NPDES Permit for Discharges of Aquatic Pesticides into waterways. Contractor must provide documentation to describe the contractor's policies and procedures for applying herbicides around bodies of water and environmental sensitive areas, and Contractor's knowledge of the NPDES Permit and how the permit relates to your application of pesticides on other contracts/projects.

7.0 SPECIAL PROVISIONS:

7.1 The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the entirety of the work.

7.2 Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

7.3 Contractors must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

7.4 The contractor's attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.

7.5 The contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

7.6 The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.

7.7 Right to Waive and Reject:

7.7.1 The City Council of Elizabethton (Council), in its absolute discretion, may reject any bid of a contractor that has failed, in the opinion of the Council, to complete or perform a EED contracted project in a timely fashion or has failed in any other way, in the opinion of the Council, to perform a prior contract in a satisfactory manner.

7.7.2 There is no obligation on the part of EED to award the project to the lowest bid price, and EED reserves the right to award the project to a contractor submitting a bid response with a resulting negotiated agreement which is most advantageous and in the best interest of EED, and to reject any and all bids or to waive any irregularity or technicality in bids received. EED shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

7.7.3 The Council reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of EED.

7.7.4 The Council specifically reserves the right to reject any conditional bid and will normally reject those that made it impossible to determine the true cost of the bid.

7.8 EED may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to EED any additional information and financial data for the purpose as EED may request. The data may include a detailed and up-to-date list of proposed equipment and materials which contractor intends to use, indicating what all they currently possess and a detailed description of the method and program of work to be done.

7.9 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless EED,

its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract

AGREEMENT:

Upon acceptance of the winning Bid by the EED, a contract will be prepared and executed. Upon execution of the contract agreement, a purchase order will be issued with the Notice To Proceed (NTP). The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:

Elizabethton Electric Department
Attn: Doug McFadden P.O. Box 720,
400 Hatcher Lane Elizabethton TN
37643

No delivery of products or services shall become due or be accepted until a purchase order has been issued by EED.

BID SELECTION PROCESS

All bids will be evaluated according to the following factors:

- Unit Costs
- Contractor Qualifications
- Similar Work
- References
- Business Location (TN Company or Out-of-State)

Factor	Evaluation Weight
Unit Costs	50%
Contractor Qualifications	20%
Similar Work	12%
References	10%
Technical Proposal	8%

The Bid form contains a list of the work upon which EED is accepting bids. Please provide pricing on the items as listed on the schedule of unit prices form, in the unit of measure as noted. The quantities listed on the form are estimates. Future quantities purchased may vary.

Submit all requested documents and information in a "Technical Proposal" with the Bid packages. **Bids not containing all requested information will be considered "non-responsive" and may be rejected for consideration:**

- Bid Form (completed and signed)
 - W9 (Taxpayer Identification Number)
 - Insurance Certificate(s) verifying required insurance:
 - Certificate of Liability Insurance
 - Certificate of Workers Compensation Insurance
 - Certificate of Automobile Liability Insurance
 - Provide the following information regarding the contractor's experience, capabilities, and licensure:
 - Provide documentation to describe the contractor's policies and procedures for applying herbicides around bodies of water and environmental sensitive areas, and Contractor's knowledge of the NPDES Permit and how the permit relates to your application of pesticides on other contracts/projects.
 - References per Specifications
 - List of Equipment (photos optional)
 - A blank copy of "Daily Progress Reports" for approval
 - Supervisor's Resume
 - TN Commercial Applicators License with proper endorsements
 - TN General Contractor's License, per *(TN Code: Title 62-6-102)* *required if bid amount exceeds \$25,000.00. NO exceptions, as EED can be held responsible.
 - List of Herbicides to be used, including rates
 - Addendum initialed by Contractor, if applicable
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Schedule of Unit Item Prices
Price represents per application cost.

Line No	Item	Estimated Quantity	Unit	Unit Price	Extended Price
1	Utility Right-Of- Way (ROW) Herbicide Application		Mile		
Bid Total					

Contractor (Print)

 (Signature)

 Name of Signer (Print)

 Title of Signer (Print)

 Date
