

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:

09-JUN-16 at 2:00 PM

BID NUMBER: 304266

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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O** City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No. 135375 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-643-7238 Fax: 423-643-7244 Email: wtucker@chattanooga.gov *****</p> <p>Items Being Purchased: Sweeping Services for Municipal Parking Lots *****</p> <p>ATTACHMENTS: Specifications (15 pages) List of Sites (2 pages) Insurance Requirements (2 pages) Affirmative Action Plan (2 pages) Instructions to Bidders (1 page) *****</p> <p>*** BIDS MUST BE RECEIVED NO LATER THAN *** *** 02:00 PM EST on JUNE 9, 2016 *** *****</p> <p>SEALED BIDS: All Bids must be delivered to the Purchasing Office in a sealed envelope on or before the time and date specified above. DO NOT email or fax your bid; such bids cannot be considered. *****</p> <p>This shall be a twelve (12) month blanket contract to supply Sweeping Services for Municipal Parking Lots as needed by agencies of the City of Chattanooga. The contract term may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may bilaterally extend the Contract by providing written confirmation of agreement by both parties at least 30 days prior to the Contract's current expiration date. *****</p> <p>City of Chattanooga Terms and Conditions are incorporated herein by Reference, and are posted on the City's Website at http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions. If you cannot download, call buyer for a copy. *****</p> <p>NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. *****</p> <p>Quantities are estimates only. Purchases are to be made on an as-needed basis. The City of Chattanooga shall guarantee no minimum or maximum amount to be purchased under this contract.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p>					

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>*****</p> <p>Vendor Contact Information:</p> <p>Vendor Name _____</p> <p>Contact Person _____</p> <p>Tel. _____</p> <p>Fax _____</p> <p>Email _____</p> <p>Street Address or PO Box _____</p> <p>City, State, Zip _____</p> <p>*****</p>					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

VENDOR RFQ

**M
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L** City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

NAME AND TITLE: _____

**City Of Chattanooga, Tennessee
Public Works Department**



**Requisition R135375
Bid B304266**

MUNICIPAL PARKING LOT SWEEPING SERVICES

**City of Chattanooga
Public Works Department
Municipal Parking Lot Sweeping Services**

Purpose

The City of Chattanooga (City) is seeking bids from qualified contractors to provide **Sweeping Services for Municipally Owned Parking Lots greater than 5,000 square feet in size** as a Service for the Public Works Department in accordance with the terms, conditions, and specifications contained in this Bid Solicitation. The proposed services shall be provided to the department on an “as needed” basis for a minimum period of twelve (12) months with the option for extending the contract two (2) additional twelve (12) month terms.

Definitions

For the purpose of this Bid Solicitation, “Proposal” means offer or bid; “Proposer” means offeror, bidder, vendor, or contractor.

Responses & Inquiries

Responses must be submitted in a sealed envelope in duplicate to the below address no later than 4:00 pm EST on Thursday, June 9, 2016.

Questions related to this solicitation should be directed to the following:

William Tucker, Buyer
City of Chattanooga
Purchasing Department
101 East 11th Street, Ste. G-13
Chattanooga, Tennessee 37402

wtucker@chattanooga.gov
423-643-7238 phone
423-643-7244 fax

All questions must be submitted in writing via email, mail, or fax. Questions must be received no later than end of business (4:30 pm EST) on Thursday, June 2, 2016.

Please reference the page and paragraph number of the Bid Solicitation related to each question to ensure accurate and correct responses.

Sufficient time should be allowed for receipt and response to questions submitted by mail. Please write "Questions for Bid B304266" on the outside of the envelope.

Term and Termination

- i. Award of Contract. Following receipt of Bids from qualified Contractors, the Public Works officials will evaluate the Bids and select a Contractor best meeting the specifications. The award of a Blanket Purchase Contract will be recommended to the Chattanooga City Council. Upon approval by the City Council, a Blanket Purchase Contract, herein also called "the Agreement", will be issued by the Purchasing Office. No further action shall be required to create a valid contract binding the parties.
- ii. Term. Unless earlier terminated by either party as hereinafter provided, the Blanket Contract shall commence upon the Effective Date and remain in effect for a minimum period of twelve (12) months. The Blanket Purchase Contract may be renewed for two (2) additional one-year periods upon the same terms by mutual written agreement of the parties.
- iii. Termination for Cause. Either party may terminate the Agreement for a breach by the other party of any of its material terms, provided the non-breaching party provides to the breaching party thirty (30) days written notice describing such breach and offering the breaching party an opportunity to cure. Failure to cure a material breach within the notice period shall result in automatic termination of this Agreement.

Indemnification

Indemnity. Consultant agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from Consultant's negligence, recklessness, or willful misconduct in the performance of this agreement.

Confidential Information

All information submitted by the Bidder in connection with this Bid Solicitation shall be subject to public access in accordance with Tennessee's Open Records Act. Bidders should not submit information with the expectation of non-disclosure. The City cannot agree to keep such information confidential.

Representations and Warranties

By submitting a Bid, the Contractor represents and warrants that: (i) the Bidder has the full corporate right, power, and authority to enter into this Agreement, to perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is otherwise bound; and (iii) upon approval of the award of the contract by the Chattanooga City Council, the Bid submitted by the Contractor will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. Each party warrants that it will comply with all laws and regulations applicable to this proposal for service.

Miscellaneous

- i. Entire Agreement. The Blanket Purchase Contract, together with the Bid Specifications, the City's Standard Terms and Conditions, and any documents submitted by the Bidder with its Bid, completely and exclusively state the entire agreement of the parties regarding its subject matter, and supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter.
- ii. Assignment. Neither the Agreement nor any rights or obligations hereunder may be assigned in whole or in part without the prior written consent of both parties. Any assignment in violation of this Section will be null and void. Proposer may assign the Agreement in its entirety to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets with the prior written consent of the City, which shall not be unreasonably withheld.
- iii. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- iv. Governing Law; Jurisdiction and Venue. The Agreement and all matters arising under or related to its formation or performance whether sounding in contract, tort, or otherwise shall be governed in all respects by the laws of the of the State of Tennessee, without reference to conflict of laws principles and under the federal laws of the United States, as such may apply.
- v. Headings. The section headings appearing in these specifications are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect the Agreement.
- vi. Precedence of Terms. In the event of any conflict between the terms of the Agreement, or the terms of any purchase order or acknowledgement, and the City of Chattanooga (COC) Terms and Conditions, the City of Chattanooga (COC) Terms and Conditions shall take precedence. Any terms conflicting with the City of Chattanooga (COC) Terms and Conditions shall be of no force or effect. City of Chattanooga Terms and Conditions are incorporated by reference in this document.
- vii. No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- viii. Notices. All notices or reports permitted or required under the Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses set forth above or such other address as either party may designate for itself in writing.
- ix. Severability. In the event that any provision of the Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such un-enforceability or invalidity shall not render the Agreement unenforceable or invalid as a whole, and, in such event,

such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions

- x. Waiver and Modification. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Proposer and City by their duly authorized representatives.
- xi. Waiver of Rule of Construction. Each of the parties and their counsel have carefully reviewed this Agreement, and, accordingly, the normal rule of construction to the effect that any ambiguities in the Agreement are to be construed against the drafting party shall not apply in the interpretation of the Agreement.

Exhibit A – Statement of Work

Implementation Overview

The City of Chattanooga Public Works Department (*herein referred to as the "City"*) is soliciting Bids from qualified firms interested in providing services for **Annual Sweeping of Municipal Parking Lots**. The City desires to contract for a **one (1) year** period, with an option to renew.

The Price Proposal should be structured such that the Contract breaks down costs into two (2) offers:

1. Lump Sum Price to fully implement all tasks identified in the Bid Solicitation as they relate to Municipally Owned Parking Lots greater than 5,000 square feet in area;
2. Specified Unit Prices to fully implement all tasks identified in the Bid Solicitation as they relate to additional On-Call Street and/or Parking Lot Sweeping Services;

These services are required so that the City can achieve compliance with our NPDES Permit requirements. The contract will be awarded to the bidder whose bid evaluation indicates that such award will be in the best interests of the services to be performed, as determined by the City.

The bid response should include an executive summary of the company, a list of personnel assigned and their positions, a list of references, pricing for the work required, and a draft billing format. Prior to award of a Blanket Purchase Contract, the Bidder shall submit copies of certificates confirming coverage by workers compensation insurance and general liability insurance.

Statement of Services, Contract Terms, Reports, Invoicing

The predominant intent of this Bid Solicitation is to enter into a lump sum price contract for sweeping of listed (see attached) municipally owned asphalt/concrete parking areas, larger than 5,000 square feet. Locations vary from City owned lots located in residential areas to lots in downtown and commercial/industrial zones. During the term of the Blanket Purchase Agreement, the City may wish to add or remove various municipal parking lots from the list.

Although a secondary need, the Contractor is asked to provide additional on-call street and emergency sweeping services, based on unit pricing, to be utilized at the City's discretion. Pricing for both services should be provided on the attached Bid Sheet. The linear distances and parking areas provided are accurate for scope purpose only. They are reliable estimates. The streets and lots are to be swept for the lump sum or contract price (\$/curb mile), whatever the actual sweeper miles or degree of difficulty may be.

Instances can arise where individual, unit price sweeping is needed. Therefore, your Proposal should also include unit rate pricing for stand-alone emergency response work. Please provide both lump sum (\$) and unit rates (\$/Hr., \$/Curb Mile, \$/square foot), on the attached Bid Sheet, for work to be performed both during and outside normal business hours.

Several parking lots within the City have tree bulb-outs or other hard to reach places which may require hand sweeping and/or vacuuming into the sweeper. There will be no additional compensation for hand

sweeping and/or vacuuming. This is a basic, implied service. The Contractor is responsible for verifying all existing conditions and facility characteristics.

Nothing in the Agreement shall create a contractual relationship between any Sub-Contractor and the City, nor shall it create any obligation on the part of the City to pay or to see the payment of any moneys due to any such Sub-Contractors except as otherwise may be required.

The City reserves the right to terminate the contract if quality and service problems cannot be resolved. Whenever the City deems a section of pavement is inadequately swept, the Contractor shall, within 48 hours notification, re-sweep the area in question.

The City may make such investigations as it deems necessary to determine the proposer's abilities. The proposer shall furnish all such data as the City may request. In determining the award, consideration will be given to the proposer's: (a) experience; (b) financial condition; (c) conduct and performance on previous agreements; (d) facilities; (e) management skills; and, (f) ability to properly execute the agreement. The City reserves the right to reject any proposal if evidence or investigation fails to satisfy the City that the proposer is qualified to satisfactorily complete the work.

Contractor shall invoice the City at mutually agreeable times. A report will accompany and support the invoice, which will include an itemized tabulation of the following with respect to each swept location:

Contractor's invoice will include the following:

- City of Chattanooga's name
- Period during which the services were performed – (the "billing period")
- Name and/or addresses and total number of parking locations responded to
- Total number and nature of additional services performed for the City
- Total charges for the billing period

To allow successful monitoring and reporting of the project by the City, the Contractor is required to furnish the following information as deliverables.

- Exceptions (late or no response, damage, return to site to re-sweep, etc.)
- Scheduling/Vehicle Usage
- Progress, Other Specific Incidents
- Regular Invoices

In the event the Contractor fails to meet contract requirements, the City, in its sole determination, shall have the right to use its own employees or the services of another vendor. If applicable, the City's costs, in using its own employees or vendor, will be deducted from the Contractor's Lump Sum Agreement.

Scheduling, Frequency, Timing, and Delays

Rain dislodges parking lot pollutants (oil, grease, dust, fertilizer/pesticide overspray, etc.) and transports them into pipes, conveyances or directly into receiving streams where they are environmentally detrimental. Therefore, the optimal time to conduct sweeping is BEFORE rain events.

The City and Contractor will coordinate such that surfaces are predominantly cleaned a reasonable period before rain events; when surface contaminants are at or near their maximum. Sweeping immediately after or even within days of significant rain events is environmentally inefficient and will not be reimbursable activities unless pre-approved by the City.

Both the City and Contractor are responsible for performing the necessary due diligence to investigate pending rain events by location, duration, intensity, probability, etc. that could cause previously planned sweeping activities to be either cancelled or postponed.

At a minimum, the Contractor must contact the Public Works Director or his/her designee 24-hours prior to commencing any work. Work shall not proceed without approval.

To limit disturbances, no parking lot sweeping, at locations adjacent to areas that are predominantly residential, shall begin prior to 7:00 a.m. or continue after 8:00 p.m.

Should areas have a heavy leaf fall, Contractor shall supply additional equipment to stay on schedule. If the Contractor has equipment failures for whatever reason, additional equipment shall be used to maintain the schedule. It's the Contractor's responsibility to do whatever it takes to complete the scheduled sweeping.

Sweeping frequency and times shall be followed at all times unless agreed to by the City. Sweeping performed outside this schedule, without prior approval from the City, will be ineligible for payment.

Crews, Equipment, Damages

The **Contractor** shall:

- Provide and maintain in full operation at all times, a sufficient crew of workers, tools, materials and mechanical sweepers to perform the work specified;
- Employ only qualified, competent and trustworthy staff. All employees must meet Federal, State and Local requirements for employment. All employees shall be trained and knowledgeable in the services and specifics of this Contract and shall have appropriate safety training.
- Furnish their employees with uniform shirts and jackets, which shall be worn at all times and shall be as neat and clean as circumstances permit;
- Repair any self-created damages within 48 hours; this includes but is not limited to: sprinkler heads, lawn damage, plant beds, parking stops, parking lot lights, etc.
- Remove any unsatisfactory contract employees from City properties, as directed by the City or otherwise, for any unsatisfactory work or behavior;
- Notify the City, within 24-hours, of any observed pre-existing work area damage (i.e. tire ruts, sod damage, damaged signage).

- Prepare all sites by removing all unintended obstacles, materials, debris or other obstructions from surfaces to be swept that may interfere with the sweeping operation (ie: tree limbs, rocks, refuse, garbage cans, etc.). This shall be done at the Contractor's own expense with no additional cost to the City.
- Utilize adequate amounts of water to perform sweeping services. Contractor shall make all arrangements for obtaining water from the governing water provider. Contractor shall utilize appropriate BMPs to prevent the unintended discharge of any used and/or polluted wash water.
- Forfeit, at the discretion of the City, one hundred dollars (\$100), as a penalty, for each time a location is inadequately swept. No additional payment will be made for callbacks as a result of inadequate sweeping.
- Comply with OSHA, ANSI (American National Standards Institute) standards for the type of work being performed. Contractor shall plan and conduct work in a manner safeguarding all persons from injury and take all precautions required. Contractor's staff shall wear OSHA-approved safety equipment at all times.
- Maintain daily parking lot sweeping logs, for quarterly submission, both electronically and hardcopy. The logs will verify locations and total debris collected, by volume per day. Detailed collection reports per site are unnecessary. The log shall include daily activity: locations swept, total cubic yards of material collected and type of sweeper(s) used.
- Not assign, sublet or subcontract any part thereof to any person, firm, or entity, unless agreed to by the City. Consent may be withheld for any reason deemed justifiable by the City.
- Investigate complaints concerning work performance as directed by the City and report to the City within two (2) working days as to the action or procedure taken to mitigate the complaint. Contractor shall not initiate contact with citizen complainants.
- Transport all swept spoils to a licensed landfill at the Contractor's expense. City facilities will not be available as a disposal location or for equipment storage.
- Handle all material and debris in accordance with all applicable regulations and ordinances promulgated by Federal, State and Local laws.

The sweeping equipment:

- Will be of industrial and municipal size with the capacity to transport the swept debris. Sweepers shall be **Elgin Eagle or approved equivalent**. A regenerative air sweeper may only be permitted for

sweeping if approved by the City. Sweeper must have primary road brush with side arm brushes for cleaning curb gutters while utilizing a water spray to minimize dust generation.

- Will be equipped with a pressurized water spray system to control dust resulting from the sweeping operation. The Contractor must use this water/dust control system during all sweeping operations.
- Sweeping equipment, disposal trucks and skid loaders shall be equipped with adequate caution/safety top-mounted warning lights (rotation or beacon) visible for 360 degrees in compliance with applicable City, State and Federal requirements.
- Will be kept in mechanically safe condition at all times and, to insure compliance herewith, the City reserves the right to inspect the Contractor's equipment prior to the award of bid and anytime during the performance of the contract.
- Will be equipped with City owned automatic vehicle locating (AVL) and global positioning devices (GPS). This allows the City to track progress through a live web site for current location, sweeper speed, and deployment of brush/spray and other mechanical components. The City will bear the expense of AVL/GPS installation and tracking.
- Will be operated at speeds, not to exceed six (6) miles per hour, unless it can be proven that the sweeper can still operate at peak efficiency at faster speeds;

Additional On-Call Street Sweeping Services

Although the intent of this Proposal is predominantly to seek a lump sum price for sweeping of known municipally owned parking areas that are larger than 5,000 square feet (see attachment), the Contractor shall provide additional on-call street sweeping services to be utilized at the City's discretion.

Please provide your rates per hour, per linear and/or square foot as requested in the attached Bid Sheet. On-call services for local, residential street sweeping shall not be performed on the same day that refuse collection is scheduled. Collection schedule will be provided.

Contractor shall respond within 24-hours for on-call sweeping work. Unless authorized by the City, the Contractor shall not sweep major arterial roads during peak rush hour periods (morning 7:00 – 9:00 a.m. and afternoons 4:00 – 6:30 p.m.). Likewise, road sweeping will not be scheduled on Sundays or Holidays, unless authorized by the City.

On-Call street sweeping must include any gutters, roadside edges, travel lanes, centers, accelerations lanes, deceleration lanes, passing lanes and approaches. The Contractor shall ensure that there will be no trails of dirt and dust left on the streets and no indication that the sweeper was present other than a clean street.

A separate quarterly log, electronic and hardcopy shall be submitted for any street sweeping work performed. Prior to commencement of contract work, the Contractor shall provide the City with a sample

template of the sweeping log for review and approval. The intent of the sweeping log is to provide the City with documentation that will meet the City's NPDES storm water discharge permit requirements.

Preparation of Proposals

The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals submitted should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-reusable materials. Materials should be in a format permitting easy removal and recycling of paper. A Consultant should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

Each offer must be legible and signed. All proposals must be submitted in the following order:

Company Overview – Written confirmation attesting to the bidders understanding that his contract is for services related to the regular **Sweeping of Municipally Owned Parking Lots** and additional On-Call Sweeping Services.

Section #1 - Executive Summary - Outline your company history. Detail your company's ability to provide the requested services. Identify company personnel who will be assigned to the account, their position, years of service, experience, industry certifications, licensees, or other relevant data.

- Resumes of key personnel;
- Operational plan describing how Contractor will achieve the intent and purpose(s) of this RFP;
- Trouble shooting/follow-up protocols;
- Any project management tools to be used in implementation;

Section #2 - References - Contractor shall provide complete reference contact information for recently completed projects that are similar in scope.

Section #3 - Capacity and Proximity of the Contractor - Provide a description of the resources employed to perform requested services. Provide a description of current workload and availability of resources to complete the work and support the proposed services.

Section #4 – Sweeping Services - Detail methods and SWEEPING EQUIPMENT. Discuss in this section your company's relevant equipment resources.

Section #5 - Damages - Provide evidence that your company is bonded or insured for damages that may result from the requested services. Discuss your company's action plan and policy for repairing damages due to any failure on your part in fulfilling these services.

Section #6 - Billing - Provide a copy of your proposed billing format.

Section #8 - Pricing – The Price Proposal should be structured such that the Contract breaks down costs into two (2) offers:

- a) Lump Sum Price to fully implement all tasks identified in the Bid Solicitation as they relate to **Annual Sweeping of Listed Municipally Owned Parking Lots**;

- b) Unit Prices to fully implement all tasks identified in the Bid Solicitation as they relate to **On-Call Services for Additional Street & Parking Lot Sweeping Services**;

City's Evaluation Criteria

The City's Selection Team representatives shall review and rank all proposals received according to the weighted evaluation criteria in this section. If required to advance the decision-making process, the City shall have the right to request demonstrations and presentations regarding the proposed service. The City may request this information from all or just the highest ranked proposer(s).

Technical Specifications (20% weight per category)

1. Organization and quality control of the proposed services. Do the proposed services satisfy the requirements?
2. Experience and past performance. Has the proposer successfully performed for previous clients within the past 7 years?
3. Capacity and proximity of the proposer. Are the required resources available to ensure a successful contract based on the current workload of the proposer, including but not limited to financial resources and company commitments? Are the required resources within the proximity of the City's facilities to respond and complete the work on-time?
4. Ability of the proposer. Do the personnel performing the work have the necessary skills, knowledge and experience to satisfy the requirements?
5. Price: The delivered price of the proposed service; The Price Proposal should be structured such that the Contract breaks down costs into two (2) offers:
 - a) **Lump Sum Price to fully implement all tasks identified as they relate to Annual Sweeping of Listed Municipally Owned Parking Lots;**
 - b) **Unit Prices to fully implement all tasks identified as they relate to On-Call Services for Additional Street & Parking Lot Sweeping Services;**

General Definitions

"BMPs" means best management practices typically used to protect water quality.

"City" means the City of Chattanooga, Tennessee.

"Confidential Information" means any information disclosed by one party to the other, which, if in written, graphic, machine-readable or other tangible form is marked as "Confidential" or "Proprietary", if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and reduced to a writing marked "Confidential" and delivered to the receiving party within thirty (30) days of such disclosure, or which because of its nature should have reasonably been understood by the receiving party to be confidential even in the absence of actual notification of such status. Confidential Information shall include, without limitation, information regarding party's business plans, finances, pricing, products or services, investors, research and development and City information. Confidential Information may also include information disclosed to a disclosing party by third parties.

“Contractor” means the individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with the “City” to perform the work.

“Curb Mile” means the measurement of curbing of streets and medians.

“Debris” means litter, rubbish, leaves, sand, dirt, mud, silt, garbage, rocks, glass, cans, or similar materials so designated by the City within the areas to be swept and of a size which can be practically removed by mechanical sweeping or hand sweeping operations.

“Documentation” means the information made generally available by Proposer to its customers that describes the form, features and/or operation of the Hosted Service, whether contained in a tangible medium, such as written format, tape, magnetic or other media, or made available in an electronic format. Documentation shall include any updates of Documentation that Proposer may make available to City pursuant to this Agreement

“Emergency” means any condition constituting a clear and present danger to life, health or property, or a significant service disruption.

“Holidays” means the following City recognized holidays, for which City Hall is closed.

New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and day after, Christmas Day.

“Illicit Discharge” means any non-storm water discharge to the City’s municipal storm drain system that has the potential to be a source of or cause pollution to downstream receiving water bodies.

“Implementation” means the implementation process and tasks.

“Implementation Target Date” means the date for which Implementation is targeted to be complete.

“NPDES” means the City’s National Pollutant Discharge Elimination System permit issued by the state.

“Person” means any individual, partnership, franchise holder, association, corporation, state, city or county, or any subdivision or instrumentality of a state and its employees, agents or legal representatives.

“Professional Services” means the professional services to be performed for the City by the Proposer.

“Weekly” means the normal work week during the month, Monday through Friday.

“Work” means the services to be completed under this Contract and to include furnishing all labor, materials and equipment.

“Travel/Sweeper Speed” means the speed the sweeper operator must maintain for public safety and has been designated as a speed of no more than six (6) miles per hour while the sweeping broom is lowered in the operating position.

**BID SHEET
FOR
SWEEPING/CLEANING OF MUNICIPAL PARKING LOTS & STREETS**

COMPANY NAME: _____

The undersigned hereby submits this Proposal for Sweeping/Cleaning of Parking Lots and Streets and stipulates as follows:

1. FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the locations of the proposed services and the scope of work, and that he/she has examined the Bid Solicitation, Specifications, and all related documents.

2. BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment (except AVLs), tools and materials to perform all work necessary or incidental to complete the work in accordance with the Specifications herein provided for the Sweeping/Cleaning of Listed Municipal Parking Lots.

FOR THE LUMP SUM PRICE OF \$_____ FOR ANNUAL (ONCE PER YEAR) SWEEPING OF ALL LISTED MUNICIPAL LOTS.

3. ON-CALL/ADDITIONAL SWEEPING WORK

The undersigned hereby proposes to furnish all labor, equipment (except AVLs), tools and materials to perform all work necessary or incidental to complete the work in accordance with the Specifications herein and will provide optional sweeping work on an as- requested basis.

FOR THE UNIT PRICE OF _____ (\$/SQUARE FOOT) FOR ADDITIONAL MUNICIPAL LOTS OR ADDITIONAL SWEEPING OF LISTED MUNICIPAL LOTS.

FOR THE UNIT PRICE OF _____ (\$/CURB MILE) FOR COMPLETE SWEEPING OF RESIDENTIAL STREETS.

4. DEVIATIONS/EXCEPTIONS: Explain fully any exceptions to the Specifications below:

Submitted by _____
on behalf of the above-named Contractor

CITY OWNED PARKING LOTS (> 5,000 SQ. FT.)					MASTNAME	
#	AREA (Sq. Ft.)	AREA (Acres)	OWNER	ADDRESS		
1	95,000	2.18	RECREATION CENTER	5410 SCHOOL DR	101 EAST 11TH ST	
2	15,000	0.34	FIREHALL	628 SIGNAL MOUNTAIN RD	CITY HALL	
3	16,300	0.37	FIREHALL	6144 DAYTON BLVD	101 11TH ST E SUITE 102	
5	33,000	0.76	PARKS	5051 GANN STORE RD	CITY HALL	
6	52,000	1.19	PARKS	5401 SCHOOL DR	101 EAST 11TH ST	
7	17,600	0.40	FIREHALL	BRUNSWICK LANE	101 11TH ST E SUITE 102	
8	10,400	0.24	FIREHALL	1033 LIPTON DR	CITY HALL	
9	7,000	0.16	PARKS	800 FOREST AVE	CITY HALL	
10	25,300	0.58	LIBRARY	278 NORTHGATE MALL DR	400 PIONEER BANK BUILDING	
11	56,000	1.29	WELLNESS CENTER	3167 ELMENDORF CIR	E 11TH ST	
12	133,000	3.05	FIRE DEPT	3200 AMNICOLA HWY	CHATT CITY HALL	
13	58,000	1.33	FLEET SERVICE	910 WISDOM ST	101 11TH ST E SUITE 102	
14	33,300	0.76	POLICE	3420 AMNICOLA HWY	101 11TH ST E SUITE 102	
15	120,000	2.75	POLICE	3404 AMNICOLA HWY	CITY HALL EAST 11TH ST	
16	24,000	0.55	PARKS	1000 BARTON AVE	CITY HALL	
17	220,000	5.05	PARKS	1096 LIPTON DR	100 E 11TH ST	
18	5235	0.12	PARKS	2610 E 03RD ST	CITY HALL	
19	13,900	0.32	PARKS	2409 DODSON AVE	CITY HALL	
20	24,000	0.55	PARKS	370 WARREN PL	CITY HALL	
21	52,000	1.19	PARKS	AMNICOLA HWY	CITY HALL	
22	124,300	2.85	PARKS	AMNICOLA HWY	CITY HALL	
23	61,500	1.41	PARKS	501 W 12TH ST	101 11TH ST E SUITE 102	
24	235,000	5.39	PARKS	APISON PIKE	MUNICIPAL BLDG	
25	8,800	0.20	PARKS	HARRISON PIKE	101 EAST 11TH ST	
26	0	0.00	PARKS	399 MC CALLIE AVE	CITY HALL	
27	36,000	0.83	PARKS	600 N ORCHARD KNOB AVE	CITY HALL	
28	5,000	0.11	PARKS	BUSH ST	CITY HALL	
29	27,000	0.62	PARKS	200 E ML KING BLVD	100 EAST 11TH ST	
30	48,000	1.10	CITY PARKING LOT	217 E 10TH ST	CITY HALL	
31	8,400	0.19	PW	101 E 11TH ST	CITY HALL	
32	15,600	0.36	PW	100 E 11TH ST	CITY HALL	
33	10,000	0.23	PW	274 E 10TH ST	101 EAST 11TH ST	
34	18,600	0.43	PARKING LOT	225 E 11TH ST	CITY HALL	
36	12,300	0.28	FIREHALL	4510 BONNY OAKS DR	101 11TH ST E SUITE 102	
37	45,000	1.03	RECREATION CENTER	2124 SHEPHERD RD	CITY HALL EAST 11TH ST	
38	10,000	0.23	ONION BOTTOM-POLICE	702 E 11TH ST	101 E 11TH ST	
39	54,000	1.24	WELLNESS CENTER	600 E 11TH ST	101 EAST 11TH ST	
40	21,000	0.48	EASTGATE	911 EASTGATE LOOP	101 E 11TH ST SUITE 101	
42	71,000	1.63		740 E 12TH ST	101 E 11TH ST	
43	10,800	0.25	PARKS	WILCOX BLVD	CITY HALL	
45	35,300	0.81	PARKS	WILCOX BLVD	CITY HALL	
46	323,000	7.42	PARKS	1656 REGGIE WHITE BLVD	CITY HALL	
47	9,500	0.22	FIRE HALL	2103 HICKORY VALLEY RD	CITY HALL	
48	6,300	0.14	PARKS	MELINDA DR	101 EAST 11TH ST	
49	250,000	5.74	WARNER PARK	301 N HOLTCRAW AVE	CITY HALL	
50	20,500	0.47	LIBRARY	W 39TH ST	123 E 7TH ST	
51	12,000	0.28	RECREATION CENTER	1009 W 39TH ST	CITY HALL	
52	48,400	1.11	PARKS	SWAN RD	CITY HALL	
53	21,300	0.49	PARKS	BATTERS PLACE RD	MUNICIPAL BUILDING	

CITY OWNED PARKING LOTS (> 5,000 SQ. FT)					
#	AREA (Sq. Ft.)	AREA (Acres)	OWNER	ADDRESS	MASTNAME
54	3,500	0.08	PARKS	COLVILLE ST	CITY HALL EAST 11TH ST
55	5,024	0.12	PW	1028 E 11TH ST	CITY HALL
56	14,000	0.32	PW-TRAFFIC	1010 E 11TH ST	101 11TH ST E SUITE 102
60	5,500	0.13	PARKS	1003 E 10TH ST	CITY HALL
61	11,800	0.27	PW	914 E 11TH ST	CITY HALL
62	12,300	0.28	PW	906 E 11TH ST	CITY HALL
63	261,500	6.00	PW	1010 E 11TH ST	101 11TH ST E SUITE 102
64	5,300	0.12	FIREHALL 5,300	1700 EAST BRAINERD RD	CITY HALL
65	59,000	1.35	PARKS	1428 JENKINS RD	201 CITY HALL ANNEX
66	13,600	0.31	PARKS	2453 HICKORY VALLEY RD	100 EAST 11TH ST SUITE 101
67	0	0.00	PARKS	151 E 23RD ST	CITY HALL
68	5,500	0.13	FIRE HALL 5,500	VANCE AVE	CITY HALL
69	16,000	0.37	FIREHALL 16,000	300 E MAIN ST	201 CITY HALL ANNEX
70	8,000	0.18	FIREHALL 8,000	218 E MAIN ST	201 CITY HALL ANNEX
71	7,000	0.16	FIREHALL 7,000	ROSSVILLE AVE	201 CITY HALL ANNEX
72	10,300	0.24	PARKS	4903 ST ELMO AVE	CITY HALL
73	85,000	1.95	PARKS	1006 N MOORE LN	CITY HALL
74	75,000	1.72	PARKS - BRAINERD GOLF COURSE 75,000	3203 OLD MISSION RD	CITY HALL
75	37,400	0.86	PARKS	150 RIVER ST	CITY HALL
76	10,100	0.23	PARKS	3000 E 34TH ST	CITY HALL
77	16,500	0.38	PARKS	3610 DODDS AVE	CITY HALL
78	28,000	0.64	COMMUNITY PARKING 28,000	LYNNBROOK AVE	101 E 11TH ST
79	14,600	0.34	VERIFY SITE	5910 LEE HWY	CITY HALL
80	11,710	0.27	PARKS	1314 MOSS DR	CITY HALL EAST 11TH ST
81	6,000	0.14	FIREHALL 6,000	06TH AVE	CITY HALL
82	7,700	0.18	PARKS	200 RIVER ST	100 EAST 11TH ST SUITE 200
83	36,000	0.83	PARKS	MARKET ST	CITY HALL
84	38,000	0.87	PARKS	1170 WATKINS ST	101 E 11TH ST
85	5,920	0.14	PARKS	1100 WATKINS ST	101 EAST 11TH ST
86	15,000	0.34	PARKS	151 RIVERFRONT PKWY	CITY HALL
87	13,000	0.30	ENTERPRISE -13,000	8015 VOLKSWAGEN DR	123 7TH ST 4TH FLOOR
88	0	0.00	PARKS	124 CHESTNUT ST	100 E 11TH ST
89	20,700	0.48	FIREHALL 20,700	3003 CUMMINGS HWY	CITY HALL
90	71,000	1.63	PARKS	3116 KELLYS FERRY RD	CITY HALL EAST 11TH ST
91	18,200	0.42	PARKS	2 BLUFF VIEW	CITY HALL
92	7,700	0.18	PARKS 7,700	4000 SHALLOWFORD RD	11TH ST
93	18,200	0.42	PW	515 E 04TH ST	101 11TH ST E SUITE 102
94	10,700	0.25	PARKS	100 W 45TH ST	CITY HALL
95	8,000	0.18	FIREHALL 8,000	912 SHALLOWFORD RD	CITY HALL
96	10,200	0.23	FIREHALL 10,200	BRAINERD RD	CITY HALL
97	45,400	1.04	PW	4504 N ACCESS RD	400 PIONEER BLDG
98	28,900	0.66	MCNAMEY ANIMAL CARE 28,900	4500 N ACCESS RD	4500 N ACCESS RD
99	66,000	1.52	BROWN ACRES GOLF COURSE (PARKS) 54,000	1131 W 40TH ST	100 E 11TH ST
100	54,000	1.24	BROWN ACRES GOLF COURSE (PARKS) 54,000	406 BROWN RD	100 E 11TH ST
101	22,200	0.51	FIREHALL 22,200	3180 HICKORY VALLEY RD	123 E 7TH ST 4TH FLOOR
102	10,500	0.24	GENERAL SERVICES DEPT 10,500	2181 CURTIS ST	101 EAST 11TH ST
3,789,589		87			

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

Affirmative Action Plan

For
(Invitation or RFP No.)

(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group

members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

Instructions to Bidders

(1) Bid documents can be downloaded from the City's website, at www.chattanooga.gov. At the left side of that page is a link labeled "Bid Solicitations." Click that link, and a page will open with search results related to Bid Solicitations. One of the top results will be a link that will display a page listing the current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.

(2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.

(3) Bid documents should be submitted to the Purchasing Office at the following address:

Purchasing Office, Suite G13
City Hall
101 East 11th Street
Chattanooga, TN 37401

(4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Bid Solicitation number should be noted on the outside of the envelope. This is a six-digit number starting with a "3".

(5) Any questions regarding the specifications or bidding process should be directed to the Buyer, **preferably by email** to the following address:

wtucker@chattanooga.gov.

The Buyer will, if possible, find answers to the submitted questions and will issue an Addendum, so that all potential bidders will have access to the answers.

The last date for submission of questions is Wednesday, June 1, 2016.