

BID SOLICITATION



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

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.

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RFQ

BID OPENING DATE AND TIME:

12-SEP-19 at 2:00 PM

BID NUMBER: 305619

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 187410 Bid No.: 305619 Ordering Dept.: Waste Resources Division Buyer: Amanda Berkowitz Phone No.: (423) 643-7233					
Items Being Purchased: Locating & Marking Services for Underground Utilities					
Deadline for Questions: September 5, 2019					
ATTACHMENTS: Specifications (13 pgs) Affirmative Action Plan (2pgs) Iran Divestment Act (1 pg) No Contact / No Advocacy Affidavit (1 pg) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Locating & Marking Services for Underground Utilities. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term 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 Into Any Successive Term As Provided Herein.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON SEPTEMBER 12, 2019 ***					
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.					
Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.					
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.					
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.					
**** NOTE ****					

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PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:					
Company Name _____					
Address _____					

Phone/Toll-Free No. _____					
Fax No. _____					
eMail Address _____					
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business _____ Small Business _____ Veteran _____					
Minority Woman-Owned Business _____ Disabled Veteran _____					
Woman-Owned Business _____					
**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

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

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

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

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Locating/Marking Utilities per ticket received from One-Call	10600	Each	_____	_____
2	Locating/Marking Utilities, After hours call out ticket	400	Each	_____	_____
3	Locating/Marking Utilities, per 500 feet for tickets that exceed 500 linear feet	15500	Each	_____	_____
4	Site Surveillance, per quarter hour	5	Hour	_____	_____
5	Damage Investigation fee	6	Each	_____	_____

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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**Specifications for Blanket Contract to Supply
Locating/Marking Services for Buried Utilities
For the Waste Resources Division of the City of Chattanooga
July, 2019**

GENERAL

SCOPE OF SERVICES

The scope of service included in these specifications shall be for services to locate and mark underground utility infrastructure for stormwater, wastewater (sewer) and combined storm/sewer (CSS) systems.

These services are required so that the City can achieve compliance with May 2015 amendments to the ***Tennessee Underground Utility Damage Prevention Act (TCA 65.31.101-120)***. In short, the law requires excavators to pre-mark the locations of their proposed excavations and notify Tennessee 811 of their intentions for excavations. Accordingly, the participating utilities (City or hired Contractor) physically mark their underground infrastructure facilities and provide paper or digital drawings of their facilities. The updated law can be viewed at www.tennessee811.com.

The successful bidder will be required to comply with all laws and regulations of the State of Tennessee and Tennessee One-Call Center in the performance of locating utilities.

Bidders should include in their bid response an executive summary of the company, a list of personnel who will be assigned to the account and their position, a list of references, and a copy of typical billing format.

Statement of Services

Contractor will receive facility locate requests directly from Tennessee One-Call Center and manage the entire locating and marking process for the City. As Contractors respond to tickets using TN811's *Positive Response System*, ticket status is automatically updated. Contractor shall furnish all labor, supervision, vehicles, tools, materials, paint, flags, and equipment. This includes but is not limited to hardware compatible with the existing communication systems used by the Tennessee One-Call Center; and transportation to perform underground facilities locating and marking services, as requested by the City and the Tennessee One-Call Center.

City's Duties, Responsibilities, Expectations and Rights

City shall make available access to all maps and existing GIS data at no charge.

City shall provide sufficient copies and updates of the maps and diagrams of City underground facilities for all excavation sites. Maps and diagrams will reflect the most current information available to the City.

City shall work with Contractor to arrange for TN811 to send to, or make available, all locate requests directly to the Contractor and, unless otherwise specified, pay the One-Call Center system invoices for locator requests transmittals.

City shall forward any direct locate requests, made to them, to the One-Call Service Center and/or Contractor.

Unless specifically included as a service provided by the Contractor, the City will update TN811's Member Service Area Mapping (MSAM) component to capture newly installed, City owned utilities.

City reserves the right to make unannounced periodic inspections of the work in progress.

Nothing in this 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.

City Infrastructure – Waste Resources Division

The interceptor sewer system encompasses approximately 1,250 miles of sewer lines, 7 large custom-built pumping stations, 8 custom-built storm stations, 53 underground, wet-well mounted, submersible pumping stations, approximately 130 residential/grinder stations, 8 combined sewer overflow (CSO) facilities and one (1) major regional wastewater treatment plant (Moccasin Bend).

The City's interceptor sewer system serves the City and a surrounding metropolitan area which together have a population of approximately 400,000, encompassing about 200 miles. In addition to the City, the system serves the following areas: City of Collegedale, Tennessee; part of Hixson Utility District service area in Hamilton County, Tennessee; City of Red Bank, Tennessee; City of East Ridge, Tennessee; City of Soddy Daisy, Tennessee; City of Rossville, Georgia; City of Fort Oglethorpe, Georgia; Town of Lookout Mountain, Tennessee; Lookout Mountain, Georgia and portions of Walker County and Catoosa County, Georgia.

WRD manages the sanitary sewage, and combined collection systems. The Division maintains, cleans, repairs and rehabilitates sewers including main sewers, manholes, catch basins, service connections and pump stations along with other sewer appurtenances.

WRD maintains sewer records. These records include general sewer plans, detailed and profile plans, sewer connection plans, written records and electronic geographical information system (GIS) records. Sewer connection information includes an approximate measurement for connections from the nearest existing manhole.

For the purposes of these specifications, potential bidders should only concern themselves with that portion of the buried sewer and CSS systems that are located within the City limits of Chattanooga, owned by the City and specifically delineated and designated by the City for inclusion in TN One Call Services. As an attachment to this Bid, our GIS Program has created a map of the 811 coverage area in

relation to the City's boundary. The map includes a digitized polygon, around the dataset, to delineate the general coverage area.

City Infrastructure – Storm Sewers

The City of Chattanooga has an as-found inventory collected. It was initiated in 2004 and continues to this day. It includes the collection of approximately 98,000 structures and 2,000 miles of stormwater conveyance. This data is updated and maintained by the City on a monthly basis using As-builts and work orders generated by the City's 311 system. It includes pertinent information such as location, size, material, type, and in some cases photographs. The information is stored on the City's spatial database engine (SDE).

Existing Stormwater Infrastructure & Inventory

To date, as a part of our mapping and GIS programs, the City has inventoried the following:

Structure	Private	Public	Total
Outfalls to Tributaries (#)	912 (31%)	2,026 (69%)	2,938
Detention/Retention Ponds (#)	113 SFR 891 Non-SFR	34	1,038
Structures (#)	33,951 (36%)	60,356 (64%)	94,307
Pipe and open drainage conveyances (miles)	720 ^a (37%)	1,245 ^b (63%)	1,965

Footnotes

a: Of the 720 miles of private conveyance, 518 miles (72%) are open ditches, swales, and natural channels. The remaining 202 miles (28%) are closed pipes, culverts, and drains.

b: Of the 1,245 miles of public conveyance, 710 miles (57%) are open ditches, swales, and natural channels. The remaining 535 miles (43%) are closed pipes, culverts, and drains.

For the purposes of these specifications, potential bidders should only concern themselves with that portion of the buried stormwater system that is located within the City limits of Chattanooga, owned by the City and specifically delineated and designated by the City for inclusion in TN One Call Services. As an attachment to these specifications, our GIS Program has created a map of the 811 coverage area in relation to the City's boundary. The map includes a digitized polygon, around the dataset, to delineate the general coverage area.

Contractor's General Duties, Proficiencies, Responsibilities

Contractor will receive and respond to all excavation notices directed to the City through the One-Call Center in accordance with current State Laws.

Contractor shall provide such markings and protection as may be required. Such protection shall include painting, flagging or staking in accordance with the current State Laws governing the protection of underground facilities and City specifications.

- All markings shall be in accordance with *APWA Uniform Color Code* for marking underground utility lines and in accordance with current State of Tennessee laws and City specifications.

Contractor's dispatching, computer and locating equipment or devices are subject to City's approval.

- All underground facilities shall be effectively located. The methods employed to locate and mark depend on the presence or lack of identifiable above ground components, GIS data, plans or other information and contractor criteria such that the reliability of the locate is high.
- Contractor shall possess camera and video equipment to capture photos and/or video of ticket locations, with date and time stamp. Visual data, that is typically required or strongly suggested by TN811, must be uploaded to their ticket management system.
- Contractor shall provide all equipment required to receive requests from the One-Call Center including but not limited to dispatching and/or direct connect equipment for field communications.

Contractor's personnel will:

- Represent the City in a courteous and professional manner at all times;
- Be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record-keeping requirements necessary to perform the locate request and marking tasks.
- Be thoroughly trained and skilled in the task assigned to them; any employee found to be unskilled or untrained shall be removed from the current task.
- Display identification on their persons and company information on vehicles;
- Not mark on private property with the exception of City infrastructure(s) intrusion on private property or City infrastructure(s) that exist in locations covered by an easement or agreement;
- Adhere to the City's intended service areas delineated on GIS maps;

Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, dispatching, reporting, monitoring and closing out of notices of excavation.

Contractor shall at all times afford the City access to any and every part of the Services so as to enable inspection and assurance that the services being are being performed.

Contractor shall provide and maintain at all locations where work is being performed, adequate and suitable warning signs, all necessary suitable guards, and appropriate warning signals of any hazards in connection with the work, in order to prevent accidents during the course of the work.

Contractor's Compliance with Agreement, Rules, Regulations and Laws

Contractor will comply with all applicable federal, state, county and local laws, ordinances and regulations including OSHA requirements and the current *Underground Utility Damage Prevention Act*.

Contractor employees will participate in an approved *Pipeline and Hazardous Materials Safety Administration (PHMSA)* drug testing program or equal as approved by the City. Contractor shall supply City with appropriate documentation and updates as requested.

Contractor is solely responsible for the acts and omissions of its agents, employees, sub-contractors and any other persons and organizations performing or furnishing any of the work performed pursuant to this Agreement. By written agreement, the Contractor shall require that each Sub-Contractor, to the extent of the services to be performed by the Sub-Contractor, to be bound to the Contractor by the terms of this Agreement, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor, by this Agreement, assumes toward the City.

Contractor's Availability, Responsiveness

Contractor shall be responsible for making arrangements with all excavators (through the TN811 Call Center) for locate purposes.

Contractor shall receive and record locate requests from the One-Call Center during normal service hours consistent with the Tennessee One-Call Center and City, but should be no less than Monday through Friday, (8:00 a.m. through 5:00 p.m. ET), except for holidays observed by the One-Call Center and the City.

All locate requests will be processed within the required timeframe or contact will be made with the excavator to arrange an appropriate time to perform the utility locate.

In accordance with the *Underground Utility Damage Prevention Act Section 65-31-108 (b)*, Contractor will notify the Tennessee One Call System that they have marked the approximate location of its underground facilities or that the City has no underground facilities in the proposed excavation area.

Contractor shall complete the requirements of a normal locate request within **three (3)** business days of the creation/posting of the locate request. Requests for design locates, typically made to discover or confirm the location of conflicting utilities on NEW engineering plans or architectural renderings, should be completed within **fifteen (15)** business days of the request.

Contractor shall receive and record emergency locate requests at any time of any day. All emergency notices shall be responded to within **two (2) hours** of receipt, unless otherwise required by law or regulation to be sooner, unless otherwise agreed to with requesting party or excavator.

Contractor's Reporting & Records Creation/Reproduction/Keeping

Contractor shall keep a record for a minimum of **two (2) years** of each notice of excavation indicating the time and date; when locate was received, the type of facility marked, date and name of the call-back person notified.

Contractor shall share excavation notice data, initial and closed, via their electronic management system.

Contractor shall make copies of any paper or original location maps and records; Original records must be safeguarded until returned to City files.

Contractor will be responsible for any costs involved with distributing electronic mapping, or updates to maps and records for its employees.

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

- Meeting Agenda/Minutes
- Routine Ticket Summary (ie: tickets closed quarterly, annual)
- Emergency Tickets
- Exceptions (late response, un-locatable, damage, etc.)
- Scheduling/Vehicle Usage
- Progress, Other Specific Incidents
- Monthly Invoices

Contractor Damage Assessments

Contractor shall investigate incidents of damage, as requested by the City, for accuracy of the utility locate.

Contractor shall respond, within **one (1) hour**, to the work site following notification, of damage, by the City.

Contractor shall submit a written report of damage investigations within **five (5) days** and maintain a copy of such written reports for a period of **three (3) years**.

Contractor and the City shall hold meetings as needed to review completed investigation reports, and to assess responsibility.

Should the damage review process between the City and Contractor reveal that the City does not find Contractor liable; the City agrees to hold the Contractor harmless from any ensuing damages owed to any third party as a result of damages to the City's underground facilities or any fines that may later be levied by the State of Tennessee.

Should the damage review process between the City and Contractor reveal that the Excavator is responsible for damage; the Contractor shall provide testimonial and investigative support for any recovery efforts by the City.

Should the damage review process between the City and Contractor reveal that Contractor is liable for the damage, Contractor agrees to hold the City harmless from any ensuing damages owned to any third party as a result of the damage to the City's underground facilities or any fines that may later be levied by the State of Tennessee.

Anomalies / Irregularities / Omissions / Special Services

Initial attempts at locating the existence of underground facilities will be the sole responsibility of the Contractor. Contractor shall contact City designated contact persons when no records exist for a location.

When the underground facility is "identifiable, but un-locatable", the Contractor is required to contact the City. The City will then determine the course of action to be taken. If no course of action is successful, Contractor shall notify the excavator of the presence of any "identified, but un-locatable" facilities of the City and shall caution the excavator that any location information supplied may not be within the scope of the definition of reasonable accuracy.

Additional visits to the excavation site due to Contractor's unsatisfactory performance shall not be treated or considered an additional ticket.

Contractor shall be responsible to notify the City of any discrepancies or omissions in records, to the extent Contractor can determine the discrepancies and omissions.

- Should the Contractor locate City infrastructure either not indicated or not in the location indicated on City records and maps, the Contractor shall provide measurements and other appropriate locational information in the closeout notes of the ticket.

Contractor shall acknowledge that City maps may not be available or exist for all installations; to the extent that maps are available, they sometimes do not reflect the actual physical location of underground facilities.

In the event the Contractor fails to meet the demands for locate requests, the City, in its sole determination, shall have the right to use its own employees or the services of another outside vendor to satisfy such needs. The City shall then invoice Contractor for City costs in using its own employees or vendor.

Contractor shall be responsible for and liable for any failure to locate underground facilities consistent with the provisions of this Statement of Services.

Although the "closest intersection" and "driving directions" are requested on forms, sometimes alleys, County and State lines, Railroads and unnamed roads are entered as "complete" dig locations. In this instance, the Contractor should work with the Excavator or with City staff to ascertain exact locations.

Invoicing and Reporting

Contractor shall provide a detailed invoice, to the City, on a mutually agreeable timetable. At a minimum, invoices are due monthly. A report will accompany and support the monthly invoice, which will include an itemized tabulation of the following information with respect to each locate request: Contractor received ticket numbers, locate dates, locations of proposed excavation, type of request.

Contractor's invoice will include the following:

- City of Chattanooga's name
- Period during which the services were performed – (the "billing period")
- Total number of locate requests received and responded to
- Itemized tickets per Division (Stormwater, Wastewater, CSS)
- Total number and nature of additional services performed for the City
- Total charges for the billing period
- Specific locations of ticket requests/responses are to be maintained at TN811, on summary reports and detailed on invoices for payment

Company Overview – Written confirmation attesting to the bidders understanding that his contract is for location and marking the City's underground Stormwater, Wastewater and CSS utilities (piped systems) in an effort to prevent damage by person(s) engaged in any type of excavation activity near the owner's underground facilities. Locate services to be provided in accordance with all State of Tennessee and/or Tennessee One Call laws, rules, regulations, and standard practices.

Section #1 - Executive Summary - This section of your bid should outline your company history and give detail of your company's ability to provide the requested services. Identify in this section a list of company personnel who will be assigned to the account, their position, years of service, experience, industry certifications, or other relevant data.

- Resumes of key personnel;
- Operational plan describing how Contractor will achieve the intent and purpose(s) of these specifications;
- Troubleshooting/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 that the bidder will employ to perform requested services. Provide a description of current workload and availability of resources to complete the work and support the proposed services. Provide assurance that resources can be mobilized within specified time frames to complete work.

Section #4 - Locating Services - Detail methods and equipment used for locating services. Discuss in this section your company's relevant equipment resources.

Section #5 - Damages - Provide your damage ratio (per 1,000 locates) for the last three (3) years for similar type projects, as well as company-wide damage ratios during this same period. Discuss in detail your companies' action plan and policy for restoring the City's services in the event service is interrupted due to any failure on your part to effectively locate underground facilities.

Section #7 - Billing - Provide a copy of your typical billing format. This section should also contain language that allows the City to review and audit call records and ticket or locate requests that support any billing documents.

General Definitions

"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.

"Documentation" means the information made generally available by bidder 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.

"Excavation" means any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil for agricultural purposes, or railroad, or road and ditch maintenance that does not change the existing railroad grade, road grade and/or ditch flow line, or operations related to exploration and production of crude oil or natural gas, or both.

"Excavation Site" means the area where an excavator intends to perform or actually performs excavation.

"Excavator" means any person who engages directly in excavation and/or the design of excavation and who requests the location of owner's underground facilities.

"Excavator Notification" means notification given to the excavator that underground facilities are not present at the excavation site.

"Facility Owner" means the owner of a specific underground facility. For purposes of this Agreement, the facility owner is the owner.

"Identified but not locatable" means an underground facility; the presence of which is known, but cannot be field-marked with reasonable accuracy.

"Implementation" means the implementation process and tasks described in Exhibit.

"Locatable Underground Facility" means facilities for which the tolerance zone can be determined by the locator using generally accepted practices such as as-built construction drawings, system maps, probes, locator devices or any other type of proven technology for location.

"Locate or Locating" means the process of detecting underground facilities through the use of inductive or conductive equipment, and marking the surface of the ground to identify the existence and location of underground facilities.

"Locate Request"

- "Normal Locate Request" means a request to locate received at least **seventy-two (72) hours**, but no more than 15 business days, prior to the commencement of excavation, excluding Saturdays, Sundays and state and federal holidays.
- "Emergency Locate Request" means a request to locate which demands immediate action to prevent significant environmental damage or loss of life, health, property or essential public services, including the re-erecting of critically needed traffic control signs or devices.
- "Design Locate Request" means a request to locate or confirm the location of conflicting utilities to be detailed on NEW engineering plans or architectural renderings. It should be completed within **fifteen (15)** business days of the request.

"Marking" means application of paint, flags or stakes to clearly identify, on a horizontal plane, the location of City underground facilities within the tolerances set forth under the current *State Laws of Tennessee* governing underground facility protection.

"One-Call Center" means the statewide communication system operated by TN811 which has as one of its purposes to receive and record notification of planned excavation in Tennessee from excavators and to disseminate such notification of planned excavation to operators who are members and participants.

"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.

"Reasonable Accuracy" means Markings within the tolerance zone on either side of the underground facility as specified by the current State Laws governing underground facility protection.

“Tolerance Zone” means the area **within 24-inches of the outside dimensions** in all horizontal directions of an underground wastewater (sewer), storm or combined storm/sewer facility.

“Underground Facility” means any City owned infrastructure, buried or placed below the surface of the ground for use in connection with the storage or conveyance of stormwater, wastewater or combination of both (combined sanitary/storm facilities) including, but not limited to, pipes, sewers, conduits, manholes, inlets and any related components below ground.

“Site Surveillance” means to watch over and protect owner’s systems during unusual or extensive excavation projects (i.e.: road-widening projects, sewer projects, etc.) and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavation or as may be required by the excavator; Also known as standby protection.

“Permit Applicant” means a third party individual or entity seeking to obtain one or more permits from City

“Project or Extended Locate” means a single ticket or project requiring the locating and marking of multiple non-adjacent addresses or dig areas in an urban environment or the locating and marking of more than one mile in a rural environment. Notification will be provided to the owner when project or extended locate activity is initiated. Locates of this nature typically exceed ½ hour or more to complete.

Background: Tennessee Laws and Tennessee On-Call (TN811)

In the state of Tennessee, State Law requires anyone about to engage in either digging, excavation, moving of earth, demolition or any type of activity that disturbs the earth and therefore possibly involving a danger to damaging underground utility lines, to notify Tennessee 811, of their intent to dig.

TN811 is a one-call agency dedicated to safeguarding citizens and construction personnel who work around utilities, as well as safeguarding the underground infrastructure of pipes, mains and lines which bring utilities to the community. TN811 notifies member utilities, such as the City of Chattanooga, Public Works Department, of that proposed work. The utility company locator will then have **72 hours**, excluding holidays and weekends, to locate and mark those underground facilities.

The person planning to excavate receives a locate ticket valid for 15 calendar days from the start date indicated on the ticket, after which time, it expires. If they wish to continue digging, they must call at least 3 working days before the expiration date to renew their locate ticket, at which time the utility (City’s Contractor) is issued a new ticket number to respond to.

The complete state law is available at TN811’s website via clicking on the link provided. Do NOT use the above quick summary as the complete representation of the law. The new law became effective May, 2015. There is a pdf (via link) that also compares the old and new laws by providing the new law language in red while showing the old portions of the law with strike-out indicators.

Tennessee 811 accepts locate requests from contractors and others twenty-four hours a day, seven days a week. TN811 receives information from callers who plan to dig, processes it using a sophisticated

software mapping system, and notifies underground utility operators (the City) that may have utilities in the area. The owners of the utilities then send City or contracted personnel to mark and locate their specific utilities.

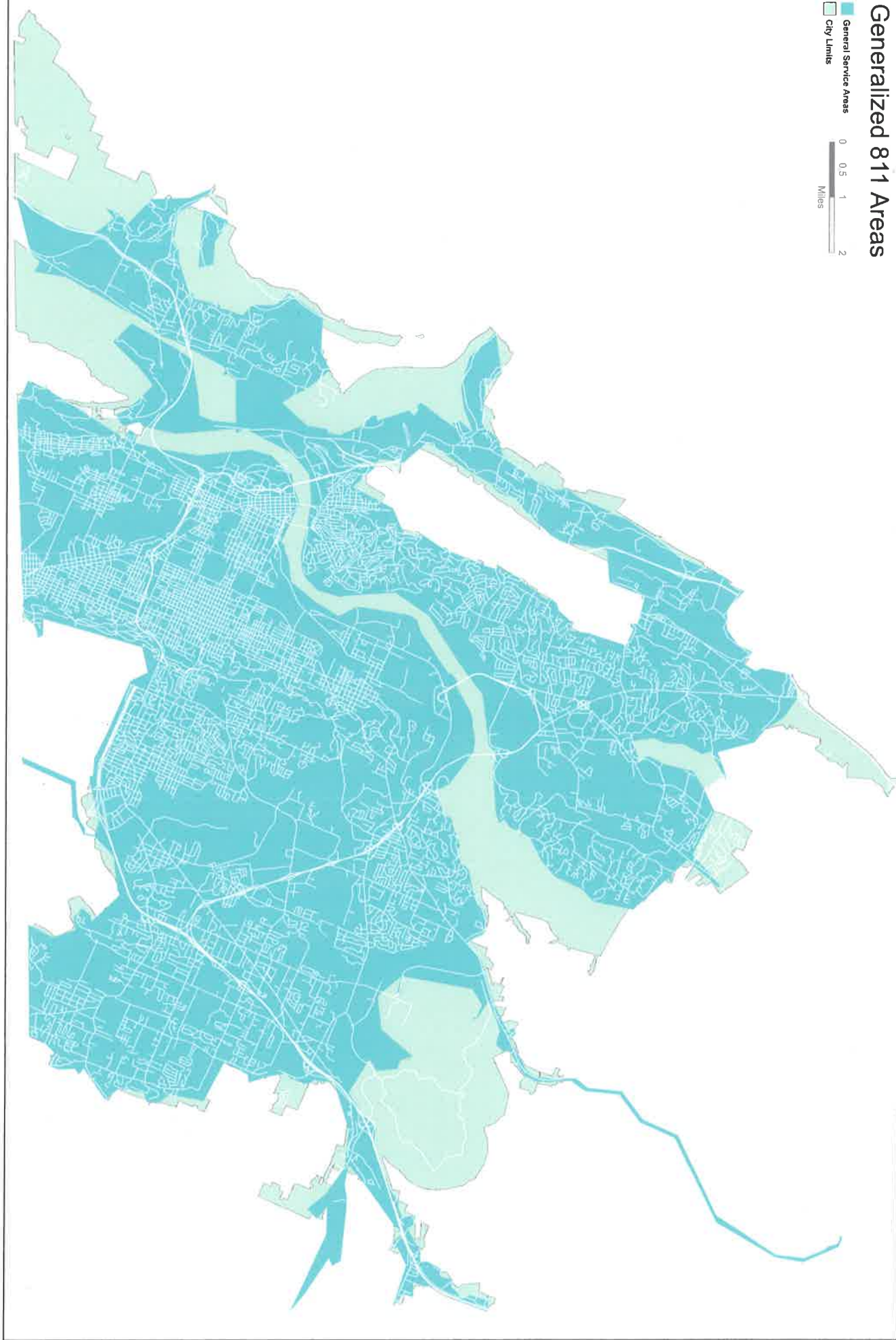
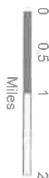
TN811 Ticket Processing

Tennessee One Call's web-based ticket management system is "KorWeb". Ticket management is vital because of the severe consequences that ensue if a facility is not accurately reviewed and marked. It provides efficient and safe processing and storing of locate tickets. It cuts costs by eliminating unnecessary manual processes. Other benefits of KorWeb are:

- Protects underground facilities, prevents service interruptions; allowing excavators and homeowners to dig safely
- Increases "on-time" locates, processing efficiency and reliability
- Eliminates paper locate tickets
- Greatly decreases or eliminates fax transmissions
- Saves time with electronic locate ticket sorting and searching
- Access to real-time system information allows users to make quick decisions
- Eliminate time spent routing and dispatching tickets
- System identifies locate tickets which are coming due or are past due
- Reduces locating time through locate ticket screening
- Self-generated locate tickets can be automatically filtered
- Emergency Locate Ticket automated and immediate notification increases excavator safety and decreases response time
- Reports provide a clear picture of a company's current state
- Training to enhance skill level and maximize system efficiencies
- Rapid system implementation – typically setup within hours
- TN 811 hosts the environment, so little member IT involvement is required
- Automatic system updates; highly secure data center

Generalized 811 Areas

General Service Areas
City Limits



Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals 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 the 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, 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 Company)

(Date)

Chapter No. 817 (HB0261/SB0377).
"Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to § 12-12-106.

(SIGNED)

(PRINTED NAME)

(BUSINESS NAME)

(DATE)

No Contact/No Advocacy Affidavit

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of _____

County of _____

_____ (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (business name), the Submitter of the attached sealed solicitation
response to Solicitation # _____;

(2) _____ (agent name) swears or affirms that the Submitter
has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2____.

Notary Public: _____

My commission expires: _____