

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.

BID OPENING DATE AND TIME:

25-APR-17 at 2:00 PM

BID NUMBER: 304690

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

V
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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. 151931 Ordering Dept.: Department of Youth and Family Development Buyer: William Tucker Telephone: 423-643-7238 Fax: 423-643-7244 Email: wtucker@chattanooga.gov ***** Items Being Purchased: Milk Products ***** ATTACHMENTS: Insurance Requirements (2 pages) Affirmative Action Plan (2 pages) Instructions to Bidders (2 pages) ***** *** BIDS MUST BE RECEIVED NO LATER THAN *** *** 02:00 PM EST on APRIL 25, 2017 *** ***** 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. ***** PRICE ESCALATION CLAUSE: If, as a result of a general change in labor rates, materials prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract may be adjusted accordingly. In requesting a price increase, the Contractor shall provide the Purchasing Department with documentation showing the reason for the requested increase. Increases shall not be requested more often than once per year. Price increases shall only become effective after approval by the Purchasing Agent. ***** For delivery to: Various Head Start and Early Head Start Centers Operated by Dept. of Youth and Family Development 501 West 12th Street Chattanooga, TN 37402 Delivery Contact: Chris Brown at 423-643-6402 ***** This shall be a twelve (12) month blanket contract to supply Milk Products 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. ***** ***** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ** ***** City of Chattanooga Terms and Conditions are incorporated herein by					

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<p>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> <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>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>					

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.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Milk 1% - 1/2	2525	Pint	_____	_____
2	Milk 2% - 1/2	2525	Pint	_____	_____
3	Milk Homogenized - 1/2 Pint	12240	Pint	_____	_____
4	Lactose Free Milk - Quart	4545	Quart	_____	_____
5	Buttermilk - 1/2 Gallon	25	Gallon	_____	_____
6	Milk Whole - 1/2 Gallon	4545	Gallon	_____	_____
7	Milk Skim - 1/2 Gallon	4545	Gallon	_____	_____
8	Milk 2% - 1/2 Gallon	4545	Gallon	_____	_____
9	Milk Whole - Gallon	15	Gallon	_____	_____
10	Buttermilk - Gallon	20	Gallon	_____	_____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Cottage Cheese - 1#	3525	Pound	_____	_____
12	Cottage Cheese - 5#	3525	Pound	_____	_____
13	Sour Cream - 5#	3525	Pound	_____	_____
14	Yogurt - Assorted Flavors - 8 oz cups (Vanilla/Blueberry/Cherry/Peach/ Raspberry/Strawberry/Strawberry-Banana)	4000	Ounce	_____	_____
15	Skim Milk - 1/2 Pint	157296	Pint	_____	_____
16	Skim Milk - Gallon	6000	Gallon	_____	_____
17	Milk Lactaid Brand - Whole - 1/2 Pint	3333	Pint	_____	_____
18	Milk Lactaid Brand - Fat Free (or Skim) - 1/2 Pint	3333	Pint	_____	_____
19	Item # 57001 Skim Lactose Free Half Pint Milk Product	2000	Pint	_____	_____

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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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 a list of 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.

(6) Tennessee Law (Tenn. Code Ann. Section 12-12-106) prohibits municipalities from contracting with business entities which engage in investment activities with Iran. This law refers to a list of such business entities which is maintained by the State of South Carolina. This list can be reviewed on the internet at:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf)

A form entitled "Vendor Disclosure and Acknowledgement" is attached, which asks the Bidder to affirm that it is not on this list of prohibited entities. This form should be completed and submitted with your Bid.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____