

Date: June 18, 2020

Requisition No.: 199113

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on July 2, 2020*

Requisition / Bid No.: R199113 / 305924
Ordering Dept.: City Wide Services Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov

Items Being Purchased: Grounds Maintenance for City Right-of-Ways

*****REQUEST FOR BIDS MUST BE RECEIVED*****
2:00 P.M., EST on July 2, 2020

Pre-bid will not be conducted due to the COVID-19 virus.
All questions must be submitted to me at mmckeel@chattanooga.gov
by June 25, 2020 at 2:00 PM EST.

The City of Chattanooga reserves the right to reject any and/or all proposals,
waive any informality in the proposals received, and to accept any proposal
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.

The City's Standard Terms and Conditions may be found on website:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Note: ALL BIDS MUST BE SIGNED
All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

- Company Name:** _____
- Mailing Address:** _____
- City & Zip Code:** _____
- Phone/Toll Free No.:** _____
- Fax No.:** _____
- E-Mail Address:** _____
- Contact Person:** _____
- Company Title:** _____
- Signature:** _____

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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BID OPENING DATE AND TIME:

02-JUL-20 at 2:00 PM

BID NUMBER: 305924

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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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 / Bid No.: 199113 / 305924 Ordering Dept.: City Wide Services, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Grounds Maintenance for City Right-of-Ways					
ATTACHMENTS: 1. Specifications (6 pages) 2. Affirmative Action Plan (2 pages) 3. Iran Divestment Act Disclosure (1 page) 4. No Contact / No advocacy Notice (1 page) 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.					
NOTE: Pre-bid will not be conducted due to the COVID-19 virus. All questions must be submitted to me at mmckeel@chattanooga.gov by July 8, 2020 at 2:00 PM EST.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for City Right-of-Ways for City Wide Services.					
The Contract Term May Be Renewed For An Additional Two (2) 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 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 JULY 2, 2020 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305924) ON OUTSIDE PACKAGING					
PLEASE DO NOT EMAIL BIDS					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
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,					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 02-JUL-20 at 2:00 PM

BID NUMBER: 305924

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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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 ****
 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

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

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

TERMS OF PAYMENT: _____

COMPANY: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

NAME AND TITLE: _____

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 02-JUL-20 at 2:00 PM
BID NUMBER: 305924

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Hickey Valley Road from Hwy 58 to Tyner Road	16	Each	_____	_____
2	Hixson Pike from Barton Ave. to Hwy 153	16	Each	_____	_____
3	Shallowford Road from Oak St. to Red Tail Lane	16	Each	_____	_____
4	Wauhatchie Pike from Cummings Hwy. to Hwy 11	16	Each	_____	_____

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

TERMS OF PAYMENT: _____

COMPANY: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

NAME AND TITLE: _____

RIGHT OF WAY MOWING SPECIFICATIONS

SCOPE OF WORK

The Scope of Work covered by these Specifications includes providing all of the labor, materials, supplies, and equipment necessary to perform the grounds maintenance service described herein. These services include, but are not limited to, mowing, trimming, edging, etc. of the grounds at and adjacent to areas being bid.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact City Wide Services at 423-643-6831 for assistance.

PRE-BID CONFERENCE

Pre-bid will not be conducted due to the COVID-19 virus. All questions must be submitted to me at mmckeel@chattanooga.gov by June 24, 2020 at 2:00 PM EST.

REQUIREMENTS FOR INSURANCE COVERAGE

Contractor shall be responsible for any damages to private property that are caused by the contractor's equipment and/or operators.

The service provider shall be required to furnish proof and maintain in force the types of insurance in at least the minimum limits specified in the City's Purchase Order Standard Terms and Conditions, [https://chattanooga.gov/images/City_of_Chattanooga - Standard Terms and Conditions Revised 7.18.2018.pdf](https://chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf).

Contractor shall provide proof of these insurance and bonding requirements at the time of bid.

The insurance shall remain in force at all times during this contract.

LENGTH OF CONTRACT

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for two (2) additional twelve (12) month terms.

The contract shall begin upon receipt of the purchase order from the City. See Execution section of this document, entitled, *Performance of Work*.

BASIS FOR BIDDING

The Contract Bid shall be priced per unit and will be awarded based on the lowest cost per site to perform the work described herein. Unit prices shall be provided for each work task so as to provide a basis for payment.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with the requirements of these Specifications and the General Conditions and Instructions to Bidders supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work. No Contractor's License is required to perform this work.

GENERAL SERVICES

The grounds/mowing locations range from as little as 100 sq ft. to as large as three (3) acres.

Grounds maintenance in this contract shall be provided on a twice/month basis unless otherwise agreed to by the City.

All areas within the locations for bid shall receive the grounds maintenance as described herein.

GROUNDS MAINTENANCE

Grounds Maintenance activities shall include the following:

1. Mowing, trimming, and edging all areas including around all trees, shrubs, buildings, structures, rip rapped banks, fences, curb & gutters, concrete islands on and adjacent to contracted sites.
2. Cleaning all grass clippings and/or grown grass or vegetation from curbs, gutters, sidewalks, landings, etc.
3. Removal and disposal of any vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within the rip rapped bank area of the site.
4. The trimming of any vegetation (vines, grasses, weeds, etc.) hanging on or over the fences maintaining a minimum of three (3) feet over fences. This shall include the disposal of all clippings, trimmings, etc.
5. Pick-up, removal, and disposal of all debris, sticks, rocks, limbs, bottles, metal, plastic, paper, etc. from the site.
6. Sweeping asphalt or concrete paved and curbed areas of dirt, gravel, debris, grass clippings, etc.

DESCRIPTION OF SERVICES

1. Mowing

When mowing the grassy areas, grass shall be cut to a height of 2 to 3 inches. Grass clippings shall be discharged from the mowing machines so as to minimize "piling" and discharge onto paved, graveled or ditch areas. Efforts shall be made to minimize "scalping" of grassy areas.

Care shall be taken to minimize damage to trees, shrubs, and other such vegetation where applicable. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

2. Trimming and Edging

Trimming and edging may be accomplished by use of string trimmers, edgers, and/or herbicides. When using string trimmers or edgers, care shall be taken not to cause damage to trees, shrubs, or other such vegetation. The Contractor shall replace any damaged vegetation.

Any herbicides used shall be EPA approved and shall be applied in accordance with manufacturer's suggested guidelines. Where herbicides are used for trimming and edging, care shall be taken by the Contractor to not damage any trees, shrubs, and other such vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

If herbicides are used for trimming and edging purposes, a 2 to 3 inch area around fences, poles, curbs, and buildings, mulched areas, etc. will be allowed unless otherwise mutually agreed upon by the parties to this contract.

When using herbicides for edging or other purposes, all dead vegetation shall be removed by use of string trimmers or other appropriate equipment to provide a neat and uniform appearance.

3. Cleaning Curbs and Sidewalks

The Contractor shall be responsible for removing any grass clippings that may drop on curbs, gutters, sidewalks, streets, landings, etc. during the course of performing the work. These clippings may be removed by sweeping with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work.

Dirt, sand, gravel, clippings, etc. shall be removed from asphalt or concrete paved areas including curbs and gutters. This material may be removed with a broom, blower/ vacuum machine, shovels, or other such equipment normally used to perform such work.

Any grass or other vegetation growing in cracks of sidewalks, street curbs, and driveways shall be removed by spraying with herbicide, string trimmers, or by other means of removal along the length of the station site(s).

4. Other

Prior to performing any of the work, the Contractor shall have taken care to walk over the areas mowed, trimmed, and/or edged and identify any hazards that might damage his equipment. Any hazards shall be the responsibility of the Contractor to work around.

SERVICES NOT INCLUDED

This Contract does not include any landscaping, flower planting, application of mulch or fertilizer, or other such services not specifically identified in the previous sections.

EXECUTION

1. PERFORMANCE OF WORK

The Contractor shall initiate work after purchasing issues the purchase order and not before.

The specified grounds maintenance shall be performed on or around the 1st and 15th of each month unless otherwise mutually agreed upon by the parties.

The specified grounds maintenance shall be applicable for the period April 1st through the last day of October.

Contractor shall coordinate with the City in order to schedule the season's initial start date and end date. The City reserves the right to postpone the start and/or terminate the ending date based on growth and/or budget constraints.

The City may at its option elect to have specified grounds maintenance performed one time during the months of November, December, January, February, and March. The growing season will be the determining factor.

During the high growth months (June – September), the City will allow one (1) additional cutting per month provided the Contractor and the City are in agreement that the growth of the vegetation is sufficient to merit the additional cutting.

All contractors shall submit pictures and have their equipment available for inspection by City employees to ensure the selected contractors have sufficient equipment to execute the requirements of the contract.

Once the scheduled work has been initiated, the Contractor shall not pull off and go work on other projects. Work shall be continuous during normal working hours.

2. ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT

The Contractor may store his equipment on-site during the period he is actively working. The Contractor shall be responsible for the security of his equipment and materials. The City assumes no risk for loss of equipment and materials nor damage to any equipment.

3. TERMINATION OF CONTRACT

In the event that the Contractor cannot or will not perform the services covered in these Specifications, the City may terminate the contract upon 30 days written notice and award the remainder of the contract to the next low acceptable Bidder. ***If it is necessary for the City to award the remainder of the contract to the next low acceptable Bidder, the terminated Contractor shall pay the City the difference in his price and that of the next low acceptable Bidder.***

INSPECTION PROCEDURES

The City Wide Services Dispatch phone number shown here is the only acceptable number to contact to request an inspection, 423-643-6833 or an e-mail can be sent to Ray Fortner, rfortner@chattanooga.gov. Contractors must call or e-mail in the serviced location on the date of service.

When contractors call or e-mail to verify a completed service location, they must leave a brief detailed message about the completed service location as well as the date and time completed. The description of the service location must match the location on bid sheet by name.

Upon inspection, the inspector will verify the location has been cut the same or previous day and document as complete.

If the inspector encounters a problem or questions with the service location they will take digital photographs and forward the information to Andre' Davis who will inspect the problem location and determine a resolution.

Inspectors will not inspect locations if the contractor has not called or e-mailed in on the service date. Inspectors will document that contractors did not call or e-mail in on the service date and in turn will not visit and verify the service location. If the inspector is unable to identify each location, then the contract amount will not be paid.

Invoices should not be mailed to the City for payment until all locations on the invoice have been mowed.

If contractors have questions regarding the mowing contract they should contact Andre' Davis at 423-643-6831.

BILLING CONSIDERATIONS

The Contractor shall submit to City Wide Services, 900 East 11th Street, Chattanooga, TN 37403, an invoice for completed work after an inspection of work has been performed and any deficiencies corrected.

Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

- Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- Vendor will be responsible for collection signature and legible name of City employee when delivering goods/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.
- Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing order.
- Accurate Invoices, with all appropriate backup documentation, shall be emailed to:

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

and a copy sent to:

City of Chattanooga
Attn: Marie Janeway
900 East 11th Street
Chattanooga, TN 37403
PWCWS-Payables@chattanooga.gov

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. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

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) _____

For further information, please see website:

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga

Purchasing Division

For Submission with Quote Responses:

_____ (Vendor Agent name), states 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 # _____, and said

Business 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: _____

Date: _____