

Date: September 12, 2018

Requisition No.: 175500

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> 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 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on September 26, 2018*

**Requisition / Bid No.: R175500 / 305213  
Ordering Dept.: Waste Resource Division, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Sewer Line Chemical Root Control Service**  
\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\***

**2:00 P.M., EST on September 26, 2018**

\*\*\*\*\*

**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

**BID OPENING DATE AND TIME:**  
 26-SEP-18 at 2:00 PM

**BID NUMBER: 305213**

**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.

**V**  
**E** RFQ  
**N**  
**D**  
**O**  
**R**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 175500 / 305213 Ordering Dept.: Waste Resource Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Sewer Line Chemical Root Control Service ATTACHMENTS: 1. Specifications (13 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (see pages 3 & 4 of specifications) 4. Iran Divestment Act Disclosure (1 page) 5. No Contract / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Sewer Line Chemical Root Control Service for the Waste Resource Division. 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 SEPTEMBER 26, 2018 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305213) ON OUTSIDE PACKAGING **** 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, 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					

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

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**T**  
**O**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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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.

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: \_\_\_\_\_

# BID SOLICITATION



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

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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	8 inch pipe	40000	Linear Foot	_____	_____
2	10 inch pipe	3000	Linear Foot	_____	_____
3	12 inch pipe	3000	Linear Foot	_____	_____
4	15 inch pipe	1500	Linear Foot	_____	_____
5	18 inch pipe	1500	Linear Foot	_____	_____
6	21 inch pipe	1000	Linear Foot	_____	_____
7	Additional Manholes not Directly Connected to Main-Line Sections of Pipe Specified for Treatment	100	Linear Foot	_____	_____

**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: \_\_\_\_\_

**SPECIFICATIONS  
FOR  
ANNUAL REQUIREMENTS CONTRACT  
TO SUPPLY  
CHEMICAL ROOT CONTROL  
FOR THE WASTE RESOURCES DIVISION- INTERCEPTOR SEWER SYSTEM (ISS)  
CITY OF CHATTANOOGA, TENNESSEE  
(08/6/18)**

**PART 1 - GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for all labor, benefits, and any other related expenses necessary to provide the work to apply an herbicide root control product within sanitary sewer lines in order to kill the root growth present and to control regrowth without damaging the vegetation producing the roots.

Any questions or comments related to these specifications may be directed to the City Of Chattanooga Purchasing Buyer Mark McKeel, 101 East 11th Street, Suite G-13, Chattanooga, Tennessee 37402 (423) 643-7236

**1.2 BASIS OF BIDDING**

The Vendor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the cost per hour for labor and percent markup on materials and specialized equipment that may be required by the Vendor.

The unit costs in the bid schedule shall include any and all, costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

Cost of these services shall be subject to all of the requirements of the Specifications.

The bid shall be awarded on the basis of the unit cost to provide the root control services for the Waste Resources Division - ISS as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

***The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the city.***

### **1.3 SUBMITTALS**

A. The Vendor shall provide shop drawings, product data, and other pertinent information as follows:

1. Safety Data Sheet (SDS)
2. Product Specimen Label.
3. Registration with US EPA.
4. Registration with TDA.
5. Proposal Price Page
6. Pollution Liability Insurance Certificate
7. Vendor's Qualification Page
8. Vendor's Reference Page
9. Herbicide Applicator Experience Submittal
10. Confined Space Entry Certificates

#### **1.3.1 Bid Bond**

Not Required

#### **1.3.2 Performance Bond**

Not Required.

#### **1.3.3 References**

The Vendor shall submit a list of three (3) customers for whom the Vendor has provided the root control services during the past three- (3) years and provided labor to perform similar services.

The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

#### **1.3.4 Experience and Qualifications**

Bidders must be licensed with the Tennessee Department of Agriculture (hereafter, TDA) prior to the bid date. All bidders must have a minimum level of herbicide application experience with the product submitted, (see Part 6) and employ a TDA certified herbicide applicators on every job site at all times. The Vendor must submit certificates for three current employees with valid certificates of completion of a course in a confined space rescue training in accordance with the Federal Regulation CFR 29 1910.146 that pertains to manhole entry. Certificates must apply to field personnel the Vendor intends to have work on the

project specified herein. Vendors must provide the necessary references and documentation with the bid (see reference page attachment).

1. Applicator license/certification with the TDA. Experience records to demonstrate a minimum of 500,000 feet of sewer applications as a Certified Herbicide Applicator. See Part 6.04
2. Experience records to demonstrate a minimum of three projects completed and each project exceeding 50,000 linear feet of direct experience in applying chemical sewer root control of the type specified. See Part 6.03
3. Project experience to indicate the staffing and equipment capable of performing work consistent with the needs of this contract on an immediate basis.

#### **1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the equipment or services specified herein.

#### **1.5 LENGTH OF CONTRACT**

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide firm unit pricing for the first year of the Contract.

Upon agreement of both parties, the City shall have the option of extending the Contract for two (2) additional one (1) year periods at the Vendor's unit pricing. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the Owner's locale.

#### **1.6 INSURANCE**

The Vendor shall, proper to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
a. Workers' Compensation	see TCA section 50-6-113
b. Commercial General Liability	\$2,000,000
c. Automobile Liability	\$ 300,000
d. Owner's and Vendor's Protective Liability	Negotiable depending on job
e. All Risk Property Damage	Negotiable depending on job
f. Builder's Risk Liability	Negotiable depending on job

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

## **POLLUTION LIABILITY INSURANCE**

The pollution liability insurance described herein is in addition to all other insurance required by the Owner.

At the time of the bid opening, the Vendor shall submit insurance certificates showing pollution liability coverage. This coverage shall protect the Vendor, the agency, and the agency's officer, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be **five million (\$5,000,000.00) dollars** total loss. This insurance shall be provided to the Vendor by an insurance company that holds at least an "a" rating by a.m. best rating service. Nothing contained in this section shall be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from his operations under the contract.

### **1.7 WARRANTY**

The Vendor shall warrant and guarantee the work performed for a period of one (1) year from the date of final acceptance by the City. The work shall be guaranteed and warranted against defective workmanship and materials.

## PART 2 - PRODUCTS

### 2.01 ROOT CONTROL PRODUCT

- A. The root control product shall be registered with the US EPA and the TDA, **prior to the bid opening**, and shall be labeled for use in sewers to control tree roots. The root control product shall contain an active ingredient for killing sewer roots and controlling their regrowth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.
1. Active ingredient:
    - a. Shall not be labeled "RESTRICTED USE: DUE TO ACUTE TOXICITY" by the US EPA.
    - b. Must be currently classified by the US EPA as a non-carcinogen, i.e. as "Not Likely to Be Carcinogenic to Humans" under either the 1985 or 2005 classification systems.
    - c. Must be non-volatile in order to prevent inhalation and/or exposure to workers, homeowners and the general public in the vicinity of treated areas.
  2. Surfactant system:
    - a. Must produce a dense, small bubble, clinging foam, which sustains its shape for minimum of one hour.
    - b. Must enhance the penetration of herbicide into root masses.
    - c. Products that generate foam chemically, upon contact with water **shall not be accepted**.
- B. Substitutes and Proven Equivalents: Should the Vendor wish to use any product other than specified herein, must submit complete descriptive literature and naming the proposed substitution

### 2.02 TRANSPORTATION, STORAGE, AND PROTECTION

All materials shall be transported, stored, and protected in accordance with manufacturer's recommendations and applicable Federal and State guidelines. Liquid chemicals must be packaged in mini-bulk containers that are designed for re-use with dry lock connectors, as part of a closed chemical handling system. Disposable herbicide containers will not be accepted for use on this project. Manufacturer and must be approved in writing prior to the bid date.

## PART 3 - APPLICATION

### 3.01 MANNER OF APPLICATION

- A. All work must be performed by on-site TDA certified applicator and be performed according to label instructions. All applications shall be done by foaming or methods provided on the product label.

The application of the product shall be performed in such a way as to contact roots within the main line sewer to be treated. Effort will also be made to penetrate lateral sewers in order to contact roots residing in the "wye" connections. The foam must be generated through the use of air injection equipment, and the foam must be pumped in to the sewer under low pressure. Foam quality must be sufficient to effectively treat all pipe diameters. Products designed to generate foam on contact with water **shall not be accepted**.

- B. Due to efficacy and risk of exposure, high pressure application equipment shall not be used prior to or during the treatment process.
- C. Manholes used to access a main line sewer section for treatment must be treated as part of the main line treatment and included as part of the main line section price per foot. The Vendor must fully cover the inside manhole wall with a three inch coating of foam within twelve inches of the road/ground surface. The Vendor must incorporate a treatment method that complies with all safety and label instructions of the herbicide product accepted for use.

### 3.02 NOTIFICATION OF WASTEWATER TREATMENT PLANT

The Vendor shall take all steps necessary to prevent adverse effects on wastewater treatment plant (hereafter, WWTP) processes.

The Vendor attests, through submittal of this bid and entering into this contract, that the Vendor is expert in this type of work and understands the risks posed by this type of work on WWTP processes. The Vendor shall not rely on the Owner for guidance in this regard.

Introduction of any products in any collection system must be with the approval of the appropriate WWTP personnel and the Vendor must notify appropriate WWTP personnel of the date and time of all intended work, and provide information requested, including specimen product labels and Safety Data Sheets, for any products introduced to the collection system.

The Vendor will provide names and phone numbers of individuals responsible for the application of the products.

The Vendor shall be financially responsible for any adverse effects on WWTP processes caused by the product applications, including but not limited to the following: damages to plant processes or equipment, clean-up and restoration costs, fines imposed on the Owner or on the operator of the WWTP by State or Federal agencies, pollution of receiving waters, and civil suits. The Vendor shall further indemnify and hold harmless the Owner and the

operator of the WWTP, against all costs, including legal expenses, relating to WWTP failure or other damages or pollution caused by the application of products by the Vendor.

## **PART 4 - REPORTING AND DOCUMENTATION**

### **4.01 REPORTS ON COMPLETED WORK TO BE PROVIDED BY THE VENDOR**

- A. Upon completion of the project and accompanying the invoice, or whenever requested to by the Owner, the Vendor shall submit reports which show the following information:
1. The name of the Owner
  2. The report date
  3. The date each given sewer line was treated
  4. Street name for each given sewer line
  5. A description (manhole numbers, house numbers, cross streets, etc.) which will enable the Owner to accurately identify the exact location of each sewer line
  6. The pipe size for each given sewer line
  7. The length (manhole to manhole) for each given sewer line
  8. The date the guarantee expires on each given sewer line

In addition, all reports shall be provided in an acceptable software form, and formatted for a program designated by the owner at the time of billing.

## **PART 5 - GUARANTEE**

### **5.01 REQUIREMENTS**

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Vendor shall guarantee the work as follows.

At the option of the Owner, the Vendor shall, at his own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up due to tree root obstructions within a period of two years, beginning the date of treatment, and ending two years after the date of treatment.

Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies only to main line sewer stoppages caused by tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. The Vendor is not responsible for damage caused by main line stoppages.

The decision of the Owner as to the cause of a stoppage is binding.

The Vendor shall be required to return periodically, at the Vendor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

## **PART 6 - QUALIFICATION SUBMITTALS**

### **6.01 ENVIRONMENTAL HAZARD SUBMITTAL**

Complete the attached questionnaire and submit with bid.

### **6.02 VENDOR'S QUALIFICATION SUBMITTAL**

Complete the attached qualification form and submit with bid.

### **6.03 VENDOR'S EXPERIENCE SUBMITTAL**

The Vendor must submit three municipal projects as references for chemical sewer root control work which the agency can verify. Each reference must meet or exceed a project size of 50,000 linear feet. Each reference must be for work actually performed by the Vendor within the last five years. All references must pertain to actual root control work performed by the Vendor (sub-Contractor references are not applicable). Reference work shall have been performed with the product submitted, and the manner of application specified herein. Previous work for the agency is applicable. Reports and invoices for completed work shall be submitted to verify experience.

### **6.04 HERBICIDE APPLICATOR EXPERIENCE SUBMITTAL**

Certified herbicide applicators shall have a minimum five years' experience in performing the type of work specified, while licensed as a state-certified herbicide applicator. To be considered as qualifying experience, experience must meet the three following requirements: 1) the experience must be obtained as a state licensed and certified applicator, and 2) the experience must have been obtained while the applicator was in the employ of the bidder, and, 3) the experience must be for the applications of the product submitted herein. Each certified herbicide applicator shall have personally performed a minimum of 500,000 linear feet of treatments as a certified herbicide applicator. The Vendor must submit a list of three (minimum) employees that are certified with the TDA, and that meet these requirements with the bid. Complete the attached questionnaire for each applicator and submit with bid.

**ENVIRONMENTAL HAZARD SUBMITTAL  
(Submit With Bid)**

Complete the following questionnaire with respect to the product submitted for use by the bidder.

1. Check the US EPA classification for the submitted product.

Restricted use \_\_\_ General use \_\_\_

2. What are the Active Ingredients in the product submitted? \_\_\_\_\_

3. Check the classification the U.S. Environment Protection Agency has assigned to the active ingredient(s) in your product with regards to whether it causes cancer:

✓	1985 Classification
	Human carcinogen
	Probable human carcinogen
	Possible human carcinogen
	Not classifiable as to Human Carcinogenicity
	Evidence of Non-carcinogenicity for humans

✓	2005 Classification
	Carcinogenic to humans
	Likely to be carcinogenic to humans
	Suggestive evidence of carcinogenic potential
	Inadequate information to assess carcinogenic potential
	Not likely to be carcinogenic to humans

4. Volatile organic compounds (VOC) present an inhalation exposure hazard to humans. Does the product submitted contain active herbicide(s) that are considered (VOC) at ambient temperatures. Yes \_\_\_\_\_, No\_\_\_\_\_.

If yes, list the volatile herbicide(s) below: \_\_\_\_\_

\_\_\_\_\_

**VENDOR'S QUALIFICATION SUBMITTAL  
(Submit With Bid)**

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Vendor name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Vendor's TDA Herbicide Business license #: \_\_\_\_\_

Vendor US DOT #: \_\_\_\_\_

Brand name of proposed chemical root control product: \_\_\_\_\_

US EPA root control product registration #: \_\_\_\_\_

TDA root control product registration #: \_\_\_\_\_

Does the Vendor have pollution liability insurance as specified? Yes \_\_\_ No \_\_\_

Vendor's pollution liability insurance carrier: \_\_\_\_\_

What is the current a.m. best rating for your pollution insurance carrier? \_\_\_\_\_

Using the product submitted, does the Vendor have:

1. A minimum 5 years of experience? Yes \_\_\_ No \_\_\_
2. A total of 500,000 linear feet completed in the type of work specified? Yes \_\_\_ No \_\_\_
3. Three other jobs completed, each consisting in excess of 50,000 linear feet, which the owner can verify? Yes \_\_\_ No \_\_\_

Is a product label and Safety Data Sheet (SDS) attached? Yes \_\_\_ No \_\_\_

As per federal code 29 CFR 1910.146, are certificates of completion in confined space entry training attached for all herbicide applicators listed below? Yes \_\_\_ No \_\_\_

Vendor's TDA Certified Herbicide Applicators  
(List 3 minimum)

1. Name: \_\_\_\_\_ Certification #: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

2. Name: \_\_\_\_\_ Certification #: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

3. Name: \_\_\_\_\_ Certification #: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

**VENDOR'S ROOT CONTROL REFERENCE PAGE  
(Submit With Bid)**

The Vendor must submit three municipal references of similar scope using the product submitted, which the owner can verify.

Owner/Agency:	
Address:	
City, State, Zip:	
Contact & Phone:	
Footage Treated:	
Date of Treatment:	

Owner/Agency:	
Address:	
City, State, Zip:	
Contact & Phone:	
Footage Treated:	
Date of Treatment:	

Owner/Agency:	
Address:	
City, State, Zip:	
Contact & Phone:	
Footage Treated:	
Date of Treatment:	

Only experienced Vendor's in this type of work will be considered for award. Failure to provide sufficient verifiable references will result in rejection of this bid.



**PROPOSAL PRICE PAGE**

(Submit with Bid)

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	TOTAL PRICE
8 inch		40,000	
10 inch		3,000	
12 inch		3,000	
15 inch		1,500	
18 inch		1,500	
21 inch		1,000	
Additional Manholes*		100	
		Sum Total Price (in figures)	

\* Manholes not directly connected to main-line sections of pipe specified for treatment.

The Owner reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

## 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.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(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](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 Sealed Bid Solicitation 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: \_\_\_\_\_