

PURCHASING DEPARTMENT
101 EAST 11th STREET, STE. G-13
CHATTANOOGA, TENNESSEE 37402
CITY HALL

Request for Proposals for the City of Chattanooga, TN

*Proposals will be received at 101 East 11th Street, Ste. G-13,
Chattanooga, TN, 37402, until 4:00 p.m., e.s.t. on June 13, 2017.*

Requisition No.: RFP – 153723
Ordering Dept.: Economic and Community Development
Buyer: Deidre Keylon / dmkeylon@chattanooga.gov
Phone No.: 423- 643-7231; Fax No.: 423- 643-7244

Request for Proposals: Demolition Services

*****PROPOSALS MUST BE RECEIVED*****

**NO LATER THAN
4:00 P.M., E.S.T. on JUNE 13, 2017**

The City of Chattanooga reserves the right to reject any and/or all proposal submissions, waive any informalities 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 of Chattanooga (COC) Terms and Conditions posted on the website are applicable:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

NOTE: ALL PROPOSAL SUBMISSIONS 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 US WITH THE FOLLOWING:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Signature: _____

Request for Proposal (RFP) #153723 For Demolition Services

Purpose

The City of Chattanooga (City) is seeking proposals from qualified proposers hereinafter referred to as the Proposer or Contractor to provide Demolition Services for the Department of Economic and Community Development in accordance with the terms, conditions, and specifications contained in the Request for Proposal (RFP). The proposed services shall be provided to the department on an “as needed” basis for a period of twelve (12) months with the option of extending the contract two (2) additional twelve (12) month terms.

Definitions

For the purpose of this proposal the definitions shall mean:

Proposal means offer

Proposer means offeror, bidder, contractor

Inquiries

(a) Questions related to this RFP should be directed to Deidre Keylon, Buyer, Purchasing Department. All questions must be submitted **in writing** via mail, fax, or email. **ALL QUESTIONS MUST BE RECEIVED IN WRITING BY THE BUYER NO LATER THAN THE DEADLINE FOR QUESTIONS WHICH IS 4:00 PM EST JUNE 8, 2017.** The Purchasing Division fax number is (423) 643-7244, the e-mail address is **dmkeylon@chattanooga.gov**. The Purchasing Department mailing address is City of Chattanooga Purchasing/D Keylon, 101 East 11th Street, Ste G-13, Chattanooga, TN 37402. **Because all questions must be received before the deadline for questions, e-mail is the preferred method.**

(b) Please include the RFP page, and paragraph number related to each question to ensure accurate and correct responses.

(c) Sufficient time should be allowed for receipt and response to questions submitted by mail. Additionally, the following is critical to proper identification of an envelope containing mailed questions about an RFP. If questions are mailed, the phrase “**QUESTIONS re: RFP 153723 DEMOLITION SERVICES**” and “D Keylon” should be written on the **bottom left, front corner of the envelope** so that the department will identify the envelope correctly.

Primary Award/Back-Up Contractors

The City reserves the right to establish an agreement that will include multiple awards to the best priced proposer(s). The City expects to award 3 blanket contracts: 1 primary and 2 backup contracts, but the City reserves the right to not award at all. The contract will be awarded to a single primary supplier with 2 back-up suppliers that may be used in the event the primary contractor is not available to begin work within 12 working days, the primary contractor lacks equipment required for a particular job, or in the event of termination of the primary contractor.

Eligibility

To be eligible to respond to this RFP, the proposing contractor must demonstrate that they have been in the business for a minimum of three (3) years. The Contractor shall provide the City of Chattanooga with credentials supporting their claims of prior and continuous experience, expertise, financial capacity and resources to insure the satisfactory execution of the required services. Contractor shall provide a list of references with particular emphasis on clients and demolition services provided in the past three years, (2014, 2015 and 2016).

Permits and Codes

The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes and Section 21 of the City of Chattanooga Code, and any other pertinent State or Federal codes and regulations. The Contractor shall secure and pay any fees or charges for the necessary permits required for the performance of all contract work including asbestos surveys and abatements and any other required environmental surveys or abatements.

Responsibility of Contractor for Damages

The Contractor shall be responsible for all damage to persons or property that may occur as a result of its action(s) fault or negligence in connection with the performance of any work under the Contract. The Contractor shall be responsible for the proper care and completion of all work performed until final acceptance by the City of Chattanooga (Department of Economic and Community Development).

The contractor is responsible for taking precautions to prevent damage to all underground and above ground public utility services and is liable for fines and fees associated with damage.

Indemnification of City of Chattanooga and the Chattanooga Department of Economic and Community Development

(a) The Contractor agrees to indemnify and hold harmless the City of Chattanooga and its Economic and Community Development Department from all liability for any injuries or damages to any person(s) or property resulting from its performance of work under this Contract.

(b) No contract will be awarded to any Proposer who, as determined by the City, has an unsatisfactory performance record, inadequate experience; lack of organization, labor, and/or equipment to perform the required services; and/or, in the arrears to the City on a debt or contract or is a defaulter on surety to the City or whether the Proposer's taxes or assessments are delinquent. All work is to be provided in a manner and time frame consistent with the needs of the City.

Termination or Suspension from the Contract

Contractors may be terminated or suspended from the Contract for poor performance, failure to perform, fraud, or other cause with written notice by the City of Chattanooga. Contractors may be terminated from the Contract with thirty (30) days prior written notice with justified cause other than the above stated performance issues.

Insurance

(a) The Contractor shall furnish the Purchasing Agent of the City with copies of current worker's compensation insurance applicable to all employees and/or subcontractors engaged in work under the Contract with a minimum limit of \$500,000 for each accident in accordance with the Tennessee Workmen's Compensation laws.

(b) Contractor agrees to carry and provide a copy of its current general liability insurance in effect during the term of the contract to the City of Chattanooga with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate, automobile insurance with a limit of \$1,000,000 for each accident, and personal liability insurance with a limit of \$1,000,000 for each claim and aggregate. The general liability insurance provided pursuant to this provision shall name the City of Chattanooga and the Department of Economic and Community Development as additional insured's shall be applicable to any claim for injury, property damage or death which may occur or result from operations of the Contractor under this Contract. Such insurance shall cover the use of all equipment, hoists and motor vehicles on the site or hauling materials or debris from the site.

Safety

(a) The Contractor agrees to comply with all applicable rules and regulations of OSHA and/or any other state or federal agencies in the performance of any work contained within the building codes of the City of Chattanooga and Contractor shall agree to comply with any additional safety and health measures as are determined to be reasonably necessary by the City of Chattanooga. The contractor is responsible for the safety of themselves and employees and agrees to make the work and worksite as safe as possible. The contractor agrees to take appropriate precautions related to asbestos and other hazardous materials.

(b) The Contractor agrees to maintain accurate records in any case of death, occupational disease and /or injury requiring medical attention or causing loss of time of work, arising out of and in the course of performance of work under the Contract. In the event that any on the job injury occurs, the Contractor shall immediately notify the City of Chattanooga (Neighborhood Services and Community Development Administrator or designee) and

shall provide any requested reports concerning these matters.

Removal and Salvage of Existing Buildings

(a) The Contractor shall demolish and/or remove all buildings and structures as specified in the contract unless otherwise specified, any building or structure shall be demolished on the premises and no dwelling structure shall be removed from the premises in a whole or substantially whole condition.

(b) Upon the demolition and/or removal from the premises of a building or structure in accordance with the Contract, such building or structure or the remains thereof shall become the property of the Contractor.

(c) Storage of salvage materials and equipment by the Contractor at the project site will only be permitted during the duration of the demolition. Storage of salvage materials and equipment shall not be permitted at any time to interface with the activities of the Local Public Agency.

(d) Prior to completion of the assigned job all salvage materials shall be transported to appropriate City disposal locations, other legal disposal locations or to the Contractor's privately owned and properly zoned storage facility.

Technical Specifications

In order to fully comply with this contract, Contractor agrees that each structure is to be completely demolished, including footing, basement wall, and floors, at or below ground level (unless otherwise specified.) All areas below ground level are to be completely filled in a manner to ensure proper drainage across the filled and unfilled areas. All wells, cisterns, septic tanks and cesspools shall be properly filled to grade with existing terrain in a manner that will ensure proper drainage across the property without causing erosion. Vegetation with the exception of the trees, (unless otherwise specified will be cut to a height of no more than three (3) inches and premises shall be raked clean. The ground is to be smoothed to a mowable condition and covered with grass seed and straw. Sanitary sewer lines are to be capped. Septic tanks are to be crushed after first removing all sewage. During demolition, water shall be used to control and reduce dust and its impact on neighboring properties. The site shall be left clean and in a safe condition.

Regulations Pursuant to the "Anti-Kick Back Act"

The Contractor agrees to comply with all applicable regulation of the Secretary of Labor of the United States made pursuant to the so-called "Anti-Kick Back Act" at 18 U. S. C. 874 and any amendments or modifications thereto. Contractor shall cause appropriate

provisions to be inserted in any subcontracts to ensure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statement requirement of subcontractor there under, except as other wise provided by the Secretary of Labor.

Inspection by City of Chattanooga

The City of Chattanooga and any of its officers, agents or employees shall have the right to inspect the work at all times and at the completion thereof. Vendor must notify the office of Economic and Community Development within 24 hours of completing the assigned work. The work site will be reviewed by NSCD staff within 72 hours of notification.

Satisfactory completion of demolitions must be confirmed by an inspector from the Land Development Office and the Manager of Code Enforcement in the Department of Economic and Community Development, or designee before payment requests will be processed.

Subcontract

Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this contract without prior express written approval of the City of Chattanooga signed by the Administrator or designee of the Department of Neighborhood Services and Community Development.

General Requirements

- a) The successful contractor(s) shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.
- b) Actual demolition shall incorporate the demolition and disposal of the main structures, removal of footing slabs, asphalt pavement parkways and driveways, fences, debris and other undesirable objects.
- c) All work is to be performed in full accordance with the Construction Standard and Specification of this contract.
- d) Remove and dispose of all excess Material, Debris and Trash developed during the course of providing the contracted service.
- e) All excavations and other cavities shall be filled entirely with clean fill dirt or noncombustible, inorganic material smaller than 8 inches (crushed brick, block or concrete from the demolition site) topped with no less than 2 feet of clean fill dirt back up to grade. The yard shall be smoothed to a mowable condition, and covered with an adequate amount of grass seed and straw to grow grass.
- f) Sewer lines shall be capped 12 inches above grade. Septic tanks shall be crushed

after first removing sewage.

- g) Water shall be used during demolition to control and reduce dust
- h) The site shall be left clean and in a safe condition
- i) Upon completion, the Contractor shall be responsible for leaving the jobsite free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.
- j) Landfill Receipt must be kept on file by the Contractor and a copy of the receipt must accompany the invoice for payment.

Contract Terms

The initial contract term shall commence upon final execution of the contract by the City of Chattanooga and shall be for approximately twelve (12) month period beginning as early as July 1, 2017. The City reserves the right to extend the contract for two (2) additional twelve (12) month periods.

Estimated Timeline

RFP Release Date: __ June 2, 2017 __

Non-mandatory Pre-Bid Meeting: __ Wed., June 7, 1:00 pm est, at City Hall, Ste. G-13 __

Deadline for Questions: __ June 8, 2017, 4:00 pm __

RFP Due Date: __ June 13, 2017, 4:00 pm __

ESTIMATED First Evaluation Committee Meeting: __ week of June 19-23, 2017 __

ESTIMATED Recommended Awardee Notification: __ week of June 26-30, 2017 __

STATEMENT OF WORK

The Contractor(s) shall furnish all supervision, labor, materials, machinery, tools, equipment, and services as well as perform and complete all Job Requests (Job), (Exhibit-A), issued to him/them during the term of this contract in a timely, cost efficient, safe, and professional workmanlike manner.

Contractor shall acknowledge each Job within 72 hours.

Contractor's Job Acknowledgment, (Exhibit-A) shall include a specific demolition Equipment Mobilization Date, the Commencement Date, and the Completion Date.

All work shall be performed in strict accordance with the technical specifications issued with each Job, and/or incorporated herein and made a part of this Requirements Contract. In addition, the Contractor shall perform all Jobs in compliance with all applicable local, state, and/or federal codes, laws and/or regulations.

Demolition shall be completed by the date specified in the Letter to Proceed unless changed by mutual written consent.

COST PROPOSAL

The Contractor agrees to supply the products or services at the prices proposed below in accordance with the terms, conditions, and specifications contained in this RFP.

Masonry, brick, block structure (structures up to 2000 square feet)
Demolish and dispose of designated structure(s)

Price per square foot - \$ _____

Masonry, brick, block structure (square footage above 2000)
Demolish and dispose of designated structure(s)

Price per square foot - \$ _____

Wood frame structure (s) (structures up to 2000 square feet)
Demolish and dispose of designated structures

Price per square foot - \$ _____

Wood frame structure (s) (square footage above 2000)
Demolish and dispose of designated structures

Price per square foot - \$ _____

Emergency Services

Demolition and disposal of designated structure(s) in an emergency situation, when the contractor is required by the City to commence work in less than three (3) calendar days or less of notification. An emergency demolition may involve any type or size structure and requires immediate response.

Flat rate fee - \$ _____

Trailer and Mobile Home

Demolish and dispose of designated structures

Price per square foot - \$ _____

Miscellaneous Structures

Remove, demolish and /or disposal of small, accessory type structure (s), i.e. carports, sheds, fencing, retaining walls, etc.

Price per square foot - \$ _____

Basement Area or In-ground Pool

Complete demolition and disposal of designated structural area that is below grade and fill with clean fill dirt.

Price per square foot - \$ _____

Excess Asphalt and Concrete

Remove of pavement driveways, slabs sidewalks, and other undesirable objects in demolition and disposal of designated structure

Price per square foot - \$ _____

Excess Debris and Overgrowth

Removal and disposal of all excessive trash and overgrowth found on site that is not a part of the debris and overgrowth developed in providing demolition services based on general demolition items.

Rate per Cubic Yard - \$ _____

Asbestos Related Work

Removal and disposal of all asbestos materials in designated structure must be

remediated by a licensed asbestos contractor.

Price per square foot – **negotiated per job**

Backfill below grade

Non-regulated and acceptable fill appropriate for growth and vegetation.

Price per Cubic Yard – \$_____

Problem/Extreme Condition and Extreme Areas

Demolition and disposal of designated structures or conditions that are not a part of the site development in providing demolition services based on general demolition items shall be reviewed and agreed upon by the Contractor and City representative.

Structures in excess of 2 stories above grade

Complete demolition and disposal of designated structural area on a third floor and above

Price per Square Foot - \$_____

List of demolition equipment owned:

List of transportation equipment owned:

The City of Chattanooga (Economic and Community Development) reserves the right to compete or negotiate on structures that are not intact, fire damaged debris, etc.

The City of Chattanooga (Economic and Community Development) reserves the right to compete or negotiate structures that are over 5,000 square feet.

To determine the contracted rate for demolition of a specific structure, the Contractor and a City representative shall meet at the site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhand. If the structure consists of more than one story, the area of each story will be obtained in the same manner. The total footage figure shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

The total demolition and disposal rate for a specific location shall be determined by utilizing the total square footage agreed upon by both parties and multiplied by the contracted unit price for each item of the work.

No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, lack of organization, labor and/or equipment to perform the required services. All work is to be provided in a manner and time frame consistent with the needs of the city.

Special Conditions

Customer Listing

- I. Provide a listing of all previous customers during the past three years for **all** work of similar size and scope. The equipment/services provided to these clients shall have characteristics as similar as possible to those requested in the RFP. Information provided for each client shall include the following:
 - a) Client name and address
 - b) Description of services provided
 - c) Time period of project or contract
 - d) Client's contact reference name and current telephone number
- II. Provide a listing of any contracts Offeror had with any government entities within the last five years in which the contract was terminated or not renewed.
 - a) Government entity client's name and address
 - b) Description of services provided
 - c) Date contract ended
 - d) Name of contact reference name and current telephone number

Financial Information

- I. Offeror must include with your proposal your business's public financial reports for the last two years.
- II. Provide a list of bankruptcy filings by the Offeror, if any, in the past seven years. Include all pertinent information including date of filing, company name when filed, tax identification number, type of bankruptcy filing, and type of document filed.
- III. Offeror must provide a listing of all defaults, disputes, and litigations in which offeror is/was engaged during the last five years. Give specific information concerning each action such as:
 - a) Opposing company's name and address
 - b) Company contact reference name, and current telephone number
 - c) Specific nature of each contractual issue, and the final decision
 - d) Status of each issue

- IV. Offeror shall state and provide specific details of any plans to negotiate the sale or merge of this company prior to a contract award, or during the contract term.

Note:

Failure to provide complete and accurate client information, or financial information as specified herein, may result in the disqualification of your proposal and/or breach of contract.

Offeror must notify the City about all of its company's acquisition or sells transactions which may affect this contract within 48 hours of the transaction decision.

PROPOSAL CONTENTS

EACH PROPOSAL MUST CONTAIN THE FOLLOWING:

- PRICE
 - Specify price for each line of "Cost Proposal" section beginning on pg 10 and ending on page 12 above
- EXPERIENCE
 - Specify information to include all items as requested under "Special Conditions" on pages 14 and 15 above
- COMPLIANCE HISTORY (health, safety, and environmental)
 - Provide documents to give evidence of your company's health, safety, and environmental compliance history for the past three years (2014-2016)
- AVAILABILITY as specified in the document
- CUSTOMER REVIEWS
- ORGANIZATION & DOCUMENTATION
 - Provide some evidence (for example, two copies of samples of good documents and two referral letters from past customers) that workers will be able to consistently provide the City of Chattanooga with legible, dated, numbered, invoices showing correct addresses and information
- EQUIPMENT LIST
 - demolition and transportation equipment owned (and/or rental plan if your company does not own equipment)

CRITERIA AND SCORING

EVALUATION CRITERIA AND SCORING FOR BOTH PROPOSAL EVALUATION AND FOR INTERVIEWS IF REQUESTED WILL BE ON THE FOLLOWING BASIS:

CRITERIA	Weight
PRICE	25%
EXPERIENCE	25%
COMPLIANCE HISTORY	20%
AVAILABILITY	10%
CUSTOMER REVIEWS	5%
ORGANIZATION & DOCUMENTATION	10%
EQUIPMENT	5%

COMPLETED AND SIGNED PAGES TO RETURN WITH PROPOSAL:
PAGES 1, 18, AND 19

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)

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) _____