

Date: July 24, 2018

Requisition No.: 171461

**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 August 7, 2018*

**Requisition / Bid No.: R171461 / 305175
Ordering Dept.: City Wide Services, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Animal Trapping Services

*****REQUEST FOR BIDS MUST BE RECEIVED***
2:00 P.M., EST on August 7, 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:
 07-AUG-18 at 2:00 PM

BID NUMBER: 305175

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
Requisition / Bid No.: 171461 / 305175 Ordering Dept.: City Wide Services, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Animal Trapping Services for Various Locations Throughout the City Limits of Chattanooga On A Per Trapped Animal Basis					
Animals included are: Armadillo's, Beaver's, Coyote's, Mole's, Opossum's, Otter's, Raccoon's, Skunk's, Squirrel's and other animals that can be a nuisance.					
ATTACHMENTS: 1. Specifications (5 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (2 pages) 4. Iran Divestment Act Disclosure (1 page) 5. 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.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Animal Trapping Services City Wide.					
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 AUGUST 7, 2018 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305175) 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					

BID SOLICITATION



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

BID OPENING DATE AND TIME:

07-AUG-18 at 2:00 PM

BID NUMBER: 305175

BUYER:

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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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having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

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

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**** NOTE ****
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name _____

Address _____

Phone/Toll-Free No. _____

Fax No. _____

eMail Address _____

Contact Person's Name _____

Estimated Delivery _____

Minority-Owned Business _____ Small Business _____ Veteran _____

Minority Woman-Owned Business _____ Disabled Veteran _____

Woman-Owned Business _____

**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****

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

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

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

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 07-AUG-18 at 2:00 PM

BID NUMBER: 305175

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
1	Setting Animal Traps/Variou Locations Throughout the City Limits of Chattanooga On A Per Trapped Animal Basis	100	Each	_____	_____
2	Animal Removal from Traps and Relocating	100	Each	_____	_____

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 Blanket Contract

To Supply

City Wide Animal Trapping Services

for the

City of Chattanooga, Tennessee

July 2018

1. Scope of Services

The Scope of Services shall be to provide animal trapping services, which includes all labor, equipment, and materials per specifications outlined below. Animal Trapping is defined as the control and replacement of all animals that cause land erosion problems.

2. Purpose

The purpose of this contract shall be to provide animal trapping services wherever services are needed.

Animal Trapping Services shall include the following: setting traps, animal removal of traps and relocating animals, user agencies making necessary corrections as per vendors written recommendations in regards to land erosion.

3. Basis of Bidding

The vendor shall submit two (2) copies of bid documents utilizing the City's Standard Bid Form. **Attachment A must be included with your response.**

NOTE: It is the responsibility of each bidder to visit the City of Chattanooga. Any questions or comments related to the services described in these specifications may be directed **in writing no less than five (5) business days prior to bid opening date** to:

Mark McKeel, Buyer
mmckeel@chattanooga.gov
City of Chattanooga Purchasing Division
101 East 11th Street, Suite G13
Chattanooga, TN 37402
Phone No. 423-643-7236
Fax No. 423-643-7244

Return Visits

The vendor shall be required to make unlimited return visits at no additional cost to achieve and maintain satisfactory results.

4. General Instructions

All calls for beaver problems will be made to the Manager or General Supervisor, Water Quality Department, City Wide Services. The contract vendor will provide telephone and/or pager numbers of personnel to contact on an as needed basis for “emergency” and “non-emergency” service calls. **An outside answering service and/or voicemail system (i.e. answering machine/recorder) is not acceptable to the City as a contact for “non-emergency” and/or “emergency” situations.**

Service:

All services shall be performed during normal working hours; unless special beaver trapping are required. There will be no additional charges to the City for work conducted after normal working hours.

Emergency and Non-Emergency Services:

Vendor shall provide for “emergency” and “non-emergency” service. The Manager or General Supervisor, Water Quality Department, City Wide Services shall determine if the situation is an “emergency” or “non-emergency”. Vendor’s on-site response time will commence upon City notification and will be as follows:

- A. “Emergency” – services will require a two (2) hour on-site response times.**
- B. “Non-Emergency” – services will be required on-site within two (2) business days.**

Normal working hours for City Wide Services is 7:00 am to 3:30 pm, Monday through Friday, excluding City holidays.

5. General Conditions and Instructions to Bidders

The vendor shall comply with the Terms and Conditions posted on website <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions> that has been a part of this solicitation.

6. Length of Contract

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

The City and Vendor shall have the option of mutually extending the Contract for two (2) additional one (1) year periods.

7. Insurance

The Vendor shall, prior to the award of the Contract, furnish proof and maintain in force insurance requirements at the minimum limits specified in the attachment "Requirements for Insurance Coverage".

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.

8. Services and Other Requirements

Subcontractors

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City.

Compliance with Applicable Regulations

The vendor and all technicians serving the City facilities under this contract shall be trained and knowledgeable.

The vendor shall have a current Tennessee Pest Control Charter. The contract vendor shall maintain their pest control charter for the duration of contract.

The Vendor's personnel shall comply with all City facilities' work rules and regulations when on site.

Inspection

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

Failure to Provide Services and Termination of Contract

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of two (2) consecutive working days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract after giving a thirty (30) day written notice to the Vendor for the above, but not limited to the reasons listed above.

Property Damage, Stolen or Lost

If City property is damaged, stolen, or lost as a result of the vendor or their employees' negligence and that property has to be repaired or replaced by the City, the expense for such work or replacement will be deducted from the monies due the vendor. In addition to the foregoing, the City reserves the right to pursue claims for damages through any and all legal remedies available.

Additional Animal Trapping Sites/Services

Any locations acquired by the City of Chattanooga after the bid award date will be covered under this contract. Vendor will notify Buyer of the location and address to be added.

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga. All of the services provided by the Vendor shall be completed in a good and workmanlike manner.

9. Contract Starting Date

The Contract for the full services shall begin immediately on the effective date of the award of the Contract.

10. Invoice Information

All invoices are to be itemized by location and should include the awarded purchase order number (contract number).

Invoices are to be submitted City Wide Services along with a picture of the beaver trapped.

Invoices should be sent to the following address:

Invoices Only
City of Chattanooga
Account Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Copy of Invoices & Pictures
City Wide Services
900 East 11th Street
Chattanooga, TN 37403

11. Basis of Award

The contract shall be awarded on the basis of the overall monthly costs as well as an evaluation of the Vendor's qualifications and experience.

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.

Animal Trapping Locations

Brainerd Levee

Stuart Street

Amnicola

Wisdom

East Brainerd

Enterprise South

Various Locations

Please Note: Animals included are Armadillo's, Beaver's, Coyote's, Mole's, Opossum's, Otter's, Raccoon's, Skunk's, Squirrel's and other animals that can be a nuisance.

Currently, beaver is the main animal being trapped.

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)

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 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 damages 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

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 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: _____