



**Request for Proposals
Underground Utility Locating
Elizabethton Water Resources**

I. Statement of Intent:

Elizabethton Water Resources intends to enter into contract to provide underground facilities locating and marking services. The purpose of the Request for Proposal (hereinafter RFP) is to define Elizabethton's minimum requirements, solicit proposals, and gain adequate information from which we may evaluate the goods and services which each proposer offers. When the RFP is accepted, a written contract between the City and the selected contractor will be required and signed by both parties.

II. Background:

Elizabethton Water Resources is required to locate all underground utilities belonging to the department pursuant to Tennessee Code Annotated Title 65, Chapter 31. This is to preserve water and sewer infrastructure and avoid injury and damage to those digging near our distribution and collection systems. Elizabethton Water Resources currently averages 220 water, and 156 sewer locates per month.

This Request for Proposal, as issued by the City of Elizabethton and Elizabethton Water Resources shall prevail over any conflicting term(s) of any document submitted by the contractor.

III. Requirements:

1. Proposers must maintain and comply with any and all (Local, State, and Federal) required licenses and permits relative to underground utility locator services.

2. Provide sufficient and qualified staff, office and field equipment (including equipment compatible with the existing communications system used by the Tennessee One-Call System), and transportation and supplies sufficient to fulfill duties as required.
3. Maintain an average response time of one hour or less.
4. Receive and record locate requests from the Tennessee One-Call System during normal operating hours as well as emergency locates after hours, including weekends and holidays.
5. Perform locates pursuant to Tennessee Code Annotated Title 65, Chapter 31 as well as standards set forth by the American Public Works Association (APWA).
6. The contractor will store and safeguard all Water Resources location maps or records made available for locating purposes. Such information shall not be disclosed or given to any person(s) not approved in writing by the Water Resources General Manager or his/her designee.
7. Maintain records appropriate to support Water Resource's invoicing and reporting requirements. The proposer agrees to retain such records for a period of three years.
8. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by Elizabethton Water Resources.
9. Investigate incidents of damage for accuracy of locates and submit to Elizabethton Water Resources a written report of such actions. The contractor will be contractually obligated to maintain records for at least five (5) years following the termination of the current contract.
10. Notify the excavator of the presence of any identifiable, but un-locatable, facilities of Elizabethton Water Resources and caution the excavator that any location information supplied may not be within the definition of Reasonable Accuracy.
11. Notify Water Resources of any discrepancies or omissions in the records.
12. Provide references upon request (local companies preferred).
13. Provide separate pricing for water and sewer locates. New locating rates will take effect beginning August 1, 2020. Pricing should be per month and for unlimited tickets. The monthly rate proposed will last for three years, ending July 31st, 2023. A one-time extension may be granted for an additional 3 years, subject to review and approval by the

Water Resources General Manager, or his/her designee. This extension would include a 5% increase in pricing for the extension period, ending July 31st, 2026.

14. Insurance requirement: The contractor agrees to release the City of Elizabethton from all responsibility/liability from any accident or injury that may occur while under contractor's operation, and furnish a Certificate of Insurance, including a General Liability minimum of \$1,000,000.00 vehicular liability, property damage, and workers compensation acceptable to the City, naming the City of Elizabethton as "additionally insured" prior to the beginning of work.
15. Licensing: The contractor must be properly licensed and bonded in accordance with the laws, rules, and regulations of the State of Tennessee, Carter County, and the City of Elizabethton to perform the work within the scope of the described project.

IV. Submitting Requirements:

Proposals will be received in the Purchasing Directors Office of the City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 until Monday June 22, 2020 at 11:00 am eastern standard time. Any proposals received after that date will not be considered. Proposals must be submitted on company letterhead. Returned envelopes to be marked in the lower left-hand corner "Underground Locating Service"

V. Cancellation and/or Rejection Policy:

The City of Elizabethton reserves the right to reject any or all proposals, to waive informalities and to accept the proposal or proposals in its judgement is in the best interest of the City. The City of Elizabethton does not discriminate on the basis of race, creed, color, national origin, sex, religion, age, or disability status in employment or the provisions of service.

VI. Contact Persons:

Jonathan Pleasant, Water Resources Construction Manager- (423) 297-4736
Greg Workman, Purchasing Director- (423) 542-1505

GENERAL CONDITIONS (READ CAREFULLY)

1. PREPARATION OF BIDS:

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

2. PRICING:

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3. BID OPENINGS:

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

4. SIGNATURE ON BIDS:

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

5. ACCEPTANCE & REJECTION:

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

6. BID EVALUATION:

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

7. AWARD:

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

8. MULTIPLE ITEM BIDS:

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

9. TIME OF DELIVERY:

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

10. DEFAULT:

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

11. BRAND NAMES:

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

12. SAMPLES:

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

13. DISCOUNT PERIOD:

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

14. FOB (FREE ON BOARD) POINT:

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsibility for damage in transit.

15. TAXES:

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

16. CONDITION STANDARDS:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

17. INSPECTION:

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

18. SAFETY STANDARDS:

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

19. PARTS AND SERVICE:

The successful bidder must be able to provide adequate parts and service for items bid.

20. BID TABULATIONS:

Tabulations of bids will be furnished upon request.

21. PENALTIES:

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

22. COOPERATIVE PURCHASING:

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

23. EQUAL OPPORTUNITY:

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

24. IRAN DIVESTMENT ACT OF 2014:

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

25. LICENSES, FEES, PERMITS:

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

26. NON-COLLUSION AGREEMENT:

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

27. WARRANTY:

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

INSURANCE GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered between the City of Elizabethton, Tennessee and the Contractor.

1. GENERAL INSURANCE REQUIREMENTS:

- 1.1 The Contractor shall not work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 1.3 **The City of Elizabethton (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation, Automobile Liability, and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state.** Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents, and employees. The following definition of the term "City" applies to all policies issued under this contract:

“The City of Elizabethton, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Elizabethton Public School Board.”

- 1.4 The Contractor shall provide insurance as specified in the Insurance Checklist contained in this document.
- 1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Elizabethton, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid Contractor completes all of the work required under this contract, until such time as the applicable statutes of limitation or repose have expired.
- 1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. Contractor is required to

provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.

- 1.8 Contractual and other liability insurance provided under this Contact shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
- 1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- 1.11 If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.
- 1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductible.

2. **CONTRACTOR INSURANCE – OCCURRENCE BASIS:**

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown on the checklist:

Commercial General Liability – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- a. General aggregate limit is to apply per project;
- b. Premises/Operation;
- c. Action of Independent Contractors;
- d. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- e. Personal Injury Liability including coverage for offenses related to employment;
- f. Explosion, Collapse, or Underground (XCU) hazards.

Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

Worker's Compensation – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage, Employer's Liability coverage.

3. **Alternative Coverage (Self Insurance)**

Notwithstanding any of the above, the Contractor may satisfy its obligation under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

4. **Limits of Liability Coverage**

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and amended amount is approved by the City Manager.

5. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.

INSURANCE CHECKLIST

(Underground Utility Locating)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$1,000,000 each accident, Uninsured Motorist
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$1 Million per occurrence/claim
- 11. Miscellaneous E & O \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailee's Insurance \$ _____
- 17. Moving and Rigging Floater Endorsement to CGL
- 18. Dishonesty Bond \$ _____
- 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- 20. XCU Coverage Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Elizabethton shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; submit copy of endorsement(s).** (Cert. Holder: City of Elizabethton, Attn: Purchasing, 136 South Sycamore St, Elizabethton, TN 37643. Email: gworkman@cityofelizabethton.org.)
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

- Is Professional Liability excluded under General Liability? Yes _____ No _____
- Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____
- Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: _____

Bid or Project Name: _____

This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.



Purchasing Department
P: 423-542-1505
F: 423-547-6221

Elizabethton Star
300 Sycamore Street
Elizabethton, TN 37643

ATTN: Public Notices

Please publish the following legal notice, at your earliest convenience:

REQUEST FOR PROPOSAL

Request for Proposals will be received in the Purchasing Department of the City of Elizabethton, 136 South Sycamore Street, Suite 203, Elizabethton, Tennessee, until 11:00 AM, Monday, June 22nd, 2020, at which time they will be opened and read aloud. Proposals will be on the following:

LOCATING SERVICES FOR UNDERGROUND UTILITIES

Specifications and bid sheets may be obtained from the above office. The City reserves the right to reject any and all bids and to waive informalities. The City does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability status in employment or the provision of services.

This the 5th day of June 2020.

Greg Workman
Director of Purchasing