

BID SOLICITATION



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

BID OPENING DATE AND TIME:

19-JUL-17 at 2:00 PM

BID NUMBER: 304784

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.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

V
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RFQ

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 155358 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****</p> <p>DESCRIPTION: This shall be a twelve (12) month blanket contract for Roof Inspection and Repair Services for the Waste Resources Division. The contract may be renewed for two (2) additional 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 Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****</p> <p>ATTACHMENTS: - Specifications - Iran Divestment Act - Insurance Requirements - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) *****</p> <p>*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON JULY 19, 2017 ***** *****</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304784) ON OUTSIDE PACKAGING *</p> <p>ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. *****</p> <p>NOTE: 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.</p> <p>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.</p> <p>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. *****</p> <p>PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. *****</p> <p>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>E-Mail Address _____</p>					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Repair labor, regular labor rate	1	Hour	_____	_____
2	Repair labor, overtime labor rate	1	Hour	_____	_____
3	Repair labor, holiday labor rate	1	Hour	_____	_____
4	Roof inspector, regular labor rate	1	Hour	_____	_____
5	Roof inspector, overtime labor rate	1	Hour	_____	_____
6	Roof inspector, holiday labor rate	1	Hour	_____	_____
7	Roofing supervisor, regular labor rate	1	Hour	_____	_____
8	Roofing supervisor, overtime labor rate	1	Hour	_____	_____
9	Roofing supervisor, holiday labor rate	1	Hour	_____	_____
10	Material, percent markup over cost	1	Each	_____	_____

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: _____

SEALED BIDS

VENDOR RFQ

BUYER:

MAIL TO

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Unforeseen specialized services, etc.	1	Each	_____	_____

NAME AND TITLE: _____

**SPECIFICATIONS FOR BLANKET CONTRACT TO SUPPLY
ROOF INSPECTION AND REPAIR SERVICES FOR THE WASTE RESOURCES
DIVISION CITY OF CHATTANOOGA, TENNESSEE
(2017)**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, fuel, and any other related expenses necessary to provide roof inspection and repair services for the Waste Resources Division including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 and related wastewater pump stations

The scope of this contract is for the inspection and repair of a roof up to \$25,000. If more than \$25,000 is required, that would need to be bid and performed under a separate construction project. State law requires performance bonding for any construction projects over \$25,000. Any roof repairs over \$25,000 would also need to be bid as a construction project. Public Works Department practices for construction projects probably include issuance of a project number.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and other locations within the WASTE RESOURCES DIVISION and to become familiar with all types and sizes of roofs to be repaired and replaced.

1.2 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the attached Bid Form. The Bid shall include the cost per hour for roof repair labor, roof inspection, roof repair supervisor, percent markup on materials, and specialized outside equipment or services not normally performed by the Vendor.

The cost per hour shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, travel time and any other related direct or indirect cost. The cost per hour shall be for the services of one (1) roof repair laborer and also (1) separate cost per hour for one (1) roof repair supervisor and all equipment necessary to perform the work described herein.

Vendor shall include a percent markup for specialty equipment, materials, and services required for the work but not described herein.

The Vendor shall also provide hourly rates for overtime/emergency service and holiday work for the various work described herein. The cost per hour shall start when the vendor is on-site.

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

1.3.1 Bid Bond

Not Required.

1.3.2 Performance Bond

None Required.

1.3.3 References and Experience

A. References

1. The Vendor shall submit a list of five (5) customers for whom the Vendor has performed roof inspection and repair services during the past three- (3) years and provided labor and equipment and materials to perform similar services.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

B. Experience

1. The Vendor shall submit a brief company history of providing the specified services.
2. The Vendor shall provide a brief description of its service facilities and the work performed there.
3. The Vendor shall provide a description of its work force including number of skilled personnel and their length of service with the company.
4. The roof repair laborer shall have a basic understanding of roof inspection and repair and have at least three (3) years experience in inspecting and repairing roofs.
5. The roof repair supervisor shall have at least five (5) years of experience in inspecting and repairing, both built up and membrane flat roofs.
6. The Vendor shall provide a list of roofing manufacturers for whom it serves as a licensed approved installer.

1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Vendor shall comply with City's Standard Terms and Conditions found on the City website at: <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>.

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 a firm hourly rate for the first year of the Contract.

The City shall have the option of extending the Contract for two (2) additional one (1) year periods at the Vendor's hourly rate.

1.6 INSURANCE

The Vendor shall, prior to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits specified on the attached 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.

1.7 WARRANTY

- A. The Vendor shall warrant and guarantee the roof repair and /or replacement work performed for a period of one (1) year following delivery of the work to the City. The work shall be guaranteed and warranted against defective workmanship and materials. All new TPO (Thermoplastic Polyolefin) membrane roofs shall be warranted for at least 20 years.

2.0 SERVICES AND OTHER REQUIREMENTS

2.1 GENERAL

2.1.1 Sole Vendor

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

2.1.2 Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OHSA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

2.1.3 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.

2.1.4 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 thirty (30) 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 immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract without giving cause after giving a thirty-day (30) written notice to the Vendor.

2.2 DESCRIPTION OF CONTRACTED SERVICES

2.2.1 General

- A. The Vendor shall provide all labor, benefits, equipment, fuel, materials and any other related expenses necessary to provide roof repair services described herein, including pick-up and delivery, for the Waste Resources Division.
- B. The Vendor shall provide a visual condition assessment of the roof, including flashing, drainage components, and roof penetrations. The Vendor shall also do a non-destructive moisture survey, if needed. The Vendor shall take at least one core sample and possibly more depending on the roof system characteristics.

- C. The Vendor shall provide the City with a written cost estimate, including all materials, labor, and shipping costs to complete repairs, on each roof needing repair within five – (5) business days after notification. This estimate shall include a reasonable delivery date for the repairs.
- D. The Vendor shall notify the City if the estimated cost is going to be over \$25,000. If the cost exceeds \$25,000, and/or an architect or engineer has to stamp drawings, the City shall arrange for and pay for the architect or engineer.
- E. Most roofs to be repaired are flat built up roofs while some roofs to be repaired are TPO (Thermoplastic Polyolefin) membrane. Repairs will generally be made to match the existing roof material.
- F. The Vendor shall take samples of the roofing to determine the exact materials used and condition of the existing roof prior to beginning repair.
- G. The Vendor shall provide the services on an “as needed” basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor’s employees and equipment when it is needed.
- H. The Vendor shall provide an experienced roof repair supervisor and laborers on-site properly trained in the repair of roofs within 4 hours or less whenever notified by the City of an emergency need, and within 48 hours for non-emergencies. Most work is anticipated to be non-emergency work. The supervisor shall inspect each roof in the field. Upon completion of this inspection, the Vendor shall prepare for the City a written estimate of the cost and a description of the root cause or failure mode report on each roof prior to repair. The City will provide the Vendor with a decision to proceed with the repair and reconditioning of the roof.
- I. No work shall commence until approved by a designated City Representative.
- J. Vendor shall provide repair as needed of all membrane, flashing, counterflashing, sealants, insulation, recovery board, fasteners, fastening bars, fastening plates, metal edging, metal termination bars, coping, gutters, downspouts, and other miscellaneous material needed for a complete workmanlike finished product. All steel metal edge is required and must be 24 ga. pre-finished.
- K. The Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City’s direction.
- L. The Vendor shall make available a detailed report of repairs for all roofs that have been repaired.
- M. All work shall be planned and scheduled to minimize damage to City properties including the contents of the building, all surroundings areas, and vehicles.

- N. The Vendor shall notify the City if there are any concerns about asbestos. After notification, the City will test the roof first and find out if asbestos is present. An abatement plan shall be prepared by the City for the removal of the asbestos. The removal shall be included in the cost of the roofing repair.

2.2.2 Roof Repair Services

- A. In the case of minor repair jobs, the Vendor shall fill all pitch pans with roof flashing cement. Vendor shall also check all counter flashing and reseal openings with MP1 sealant. Vendor shall dispose of all removed material in an approved landfill. Vendor shall thoroughly clean up the entire area after work is completed.
- B. Vendor shall determine if roof drains have deteriorated and if needed, shall remove ring from roof drain, spud all gravel within two (2) feet perimeter around drain. Vendor shall repair roof with 4-ply fiberglass membrane and 5-ply roof flashing cement (cold tar). Vendor shall replace roof ring and drain cover. All expansion locations where two buildings meet shall be spudded and repaired with same material.
- C. Vendor shall remove all gravel and roofing material as needed especially adjacent to parapet walls. Repair shall include flashing of parapet walls with 4-ply fiberglass membrane and roofing cement. All joints shall be caulked.
- D. In situations where emergency roof repair is needed immediately, the Vendor shall apply a two (2)-part polymer composite designed to provide emergency roof repair and weatherproofing for leaking roof areas. The vendor shall apply Belzona 3121 (MR7) or an approved equal. Belzona 3121 (MR7) is liquid applied and bonds strongly to all common roofing materials.

2.2.4 City Supplied Services

The City will provide the following services:

- A. Provide reasonable access to City facilities.
- B. Provide asbestos testing services.

3.0 EXECUTION

3.1 CONTRACT STARTING DATE

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

4. PAYMENT OF SERVICES

- 4.1. The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
- 4.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 4.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 4.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- 4.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.
- 4.7. Markup will be calculated as the following example:

If the part costs vendor \$100.00,
and the Markup on contract is 10%,
City will reimburse Vendor \$110.00.
- 4.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.
- 4.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 4.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

- 4.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.
- 4.12. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

Moccasin Bend Wastewater Treatment Plant
455 Moccasin Bend Road
Chattanooga, TN 37405
MBacctspayable@chattanooga.gov

**SPECIFICATIONS FOR BLANKET CONTRACT TO SUPPLY
ROOF INSPECTION, REPAIR, AND REPLACEMENT SERVICES FOR THE WASTE
RESOURCES DIVISION CITY OF CHATTANOOGA, TENNESSEE
(2017)**

BID FORM

Repair labor, regular labor rate	\$ _____ per hour
Repair labor, overtime labor rate	\$ _____ per hour
Repair labor, holiday labor rate	\$ _____ per hour
Roof inspector, regular labor rate	\$ _____ per hour
Roof inspector, overtime labor rate	\$ _____ per hour
Roof inspector, holiday labor rate	\$ _____ per hour
Roofing supervisor, regular labor rate	\$ _____ per hour
Roofing supervisor, overtime labor rate	\$ _____ per hour
Roofing supervisor, holiday labor rate	\$ _____ per hour
Material, percent markup over cost	_____ %
Unforeseen specialized services, etc.	\$ 1.00

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

REQUIREMENTS FOR INSURANCE COVERAGE

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

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 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, 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 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 all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, 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 Company)

(Date)