

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 21-AUG-17 at 2:00 PM

BID NUMBER: 304841

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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Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition No.: 157565
 Ordering Dept.: Public Works/City Wide Services
 Buyer: Dedra Partridge
 Phone No.: (423) 643-7237

Items Being Purchased: Storm Cleanup of Trees, Removal & Tree Trimming Service

ATTACHMENTS:
 Storm Cleanup of Trees Specifications
 Iran Divestment Act
 Affirmative Action Plan
 Requirments Fro Insurance Coverage
 City of Chattanooga (COC) Terms and Conditions posted on Website
<http://www.chattanooga.gov/general-services/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 Storm Cleanup Of Trees, Removal and Tree Trimming Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term 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 MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.

*** BID MUST BE RECEIVED NO LATER THAN ***
 *** 2:00 PM EST ON August 21, 2017 ***

NOTE:
 ALL BIDS MUST BE SIGNED
 All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot 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 _____

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Address _____ _____ Phone/Toll-Free No. _____ Fax No. _____ eMail Address _____ Contact Person's Name _____ Estimated Delivery _____ Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

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

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

TERMS OF PAYMENT: _____
 TELEPHONE NUMBER: _____

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

COMPANY: _____
 SIGNATURE: _____
 NAME AND TITLE: _____

**SPECIFICATIONS FOR STORM CLEANUP OF TREES, REMOVAL AND TREE
TRIMMING SERVICE FOR THE CITY OF CHATTANOOGA
THIS CONTRACT IS FOR PART-TIME SERVICES AS NEEDED BASIS AND WILL
BE PAID ON AN HOURLY BASIS**

A. GENERAL SPECIFICATIONS FOR TREE WORK

The City of Chattanooga is soliciting bids for storm cleanup, tree pruning, tree removal and related work, in accordance with the terms of an invitation to bid which is attached hereto and is a part hereof.

To qualify for acceptance each bid must be accompanied by the bidder's hourly rate for the full line of equipment and labor as specified in the "Base Bid". Any deviation from the specifications herein must be clearly indicated on the Bid Form. While not a condition for acceptance, bidders should note the hourly rate for additional personnel and equipment.

All bids should be firm and so stated. If accepted, bidder's per hour rate will remain in effect from July 1, 2017 until June 30, 2018. The City retains the right to extend the contract for, or up to, an additional 12 months.

The Contractor should understand that this is a contract primarily for storm work and will be called when the need arises. However there may also be some limited opportunities for routine maintenance pruning. The contractor should not expect his/her services to be utilized for extended periods of time.

Each bidder must indicate the company's name, address, and phone number on the City's bid form provided. When completed, the bid form must be signed by an authorized representative or the bids will be judged null and void.

Each bid proposed must be accompanied by a copy of this invitation, the signed bid form, and any information necessary to fully describe the services being offered. The bid form and other material shall be securely fastened, sealed, and returned to the below address:

All inquiries pertaining to this bid should be addressed to:

Purchasing Department
City of Chattanooga
101 East 11th Street, STE G-13
Chattanooga, TN 37402
ATTN: Dedra Partridge
Tel: (423) 643-7237
Fax: (423) 643-7244

B. QUALIFICATION REQUIREMENTS

1. Contractor shall maintain throughout the term of this contract statutory workers' compensation insurance and general liability insurance covering the risks assumed in performance of the work under this contract. General liability insurance required under this contract shall have minimum policy limits of \$2,000,000.00 (two million) for personal injury to or death of any one person and \$2,000,000.00 (two million) aggregate for any one accident. The general liability insurance shall have minimum policy limits of \$2,000,000.00 (two million) for property damage. The City shall be listed as an additional insured under any such general liability policies.

Prior to beginning work under this contract, Contractor shall submit to the City certificates of insurance and, upon request, policies evidencing the insurance coverages required under this contract and showing the City to be an additional insured under such coverages. The certificates of insurance shall provide that the insurance coverage shall not be cancelled or materially altered except upon thirty (30) days written notice to the City.

2. Contractor shall have an ISA Certified Arborist on staff to guide the work of crews performing various tasks.
3. Contractor shall attest that he/she has an ongoing safety and training program for tree crew personnel. Such proof shall consist of a written statement to this effect. Preferably, the Urban Forestry Manager will accept a written copy of this contractor's previous 12-month training/safety program.

C. LENGTH OF CONTRACT

1. This contract shall begin on July 1, 2017, and run for a period of twelve (12) months and end on June 30, 2018. The City shall have the option to renew the contract for a period up to two (2) additional twelve (12) months with the same contract specifications and prices.

D. SCOPE OF WORK

1. Contractor shall furnish all necessary supervision, labor, equipment, tools, transportation, and other resources for pruning, trimming, dead wooding, and removal of City owned trees in compliance with current ANSI A300 Standards and ANSI Z-133.1 Safety Standards.
2. All work performed by the contractor will be subject to inspection by the Urban Forestry Manager or his designated representative, and payment will be withheld for any work not complying with the above referenced

3. Contractor shall furnish trained individuals composed of an appropriate blend of the following crew members and equipment necessary to safely and efficiently complete the assigned work task:

(Please insert your figures in the blanks)

Labor:

- a. Foreman/Trimmer \$ _____/Hr.
b. Trimmer/Climber \$ _____/Hr.
c. Groundman \$ _____/Hr.

Equipment:

- a. 75' Bucket truck
with chip box \$ _____/Hr.
towed chipper \$ _____/Hr.

Additional Equipment (if needed):

- a. Crane Truck
20 ton capacity \$ _____/Hr.
b. Skid Steer loader \$ _____/Hr.
c. Knuckleboom truck \$ _____/Hr.

Additional Personnel (if needed):

- a. Trimmer \$ _____/Hr.
b. Groundman \$ _____/Hr.
c. Flagman \$ _____/Hr.

4. The normal workday shall consist of a minimum of eight (8) productive hours between 7:00 a.m. and 3:30 p.m. Monday through Friday unless the circumstances necessitate a longer or shorter workday. In that case the approval to change hours shall rest with either the Urban Forestry Manager or the Director of City Wider Services.
5. Contractor shall not use pruning paint or other chemicals on any cuts made by the contractor unless directed to do so by the Urban Forestry Manager.

6. Contractor shall not use gaffs or climbing spurs on any tree unless the tree is to be removed to the ground or in the case of emergency rescue.
7. Contractor shall remove all wood, brush, chips, and debris from the job site unless directed otherwise by the Urban Forest Manager. Contractor shall handle such material in a manner consistent with all applicable laws and regulations, and shall take care to avoid obstructing roads, sidewalks and lawns. Contractor shall be responsible for all parts of the work area and the removal of all debris and surplus material, so as to leave the area in as good a condition as when the work commenced.
8. Contractor shall designate one (1) person to be the main point of contact for all public relations with the general public and shall keep all pertinent information to include the phone number of the Urban Forest Manager's office, information about the particular day's service request, and other relevant information as required.
9. Contractor shall provide the crew with a cell phone for communications.
10. Contractor shall make every effort to create and build goodwill and healthy public relations for the City of Chattanooga.

E. EQUIPMENT AND PERSONNEL SPECIFICATIONS

Equipment, tools, and personnel to be supplied by the contractor include:

1. Truck-mounted fully insulated, 75-foot minimum vertical reach aerial lift, equipped with all necessary outriggers and safety devices.
2. Disc type brush chipper, (12" minimum).
3. An experienced foreman/trimmer-climber for above mentioned apparatus and two qualified crewmen. The foreman/trimmer must have a minimum of three (3) years full-time experience operating an aerial lift in tree removal and pruning operations, along roads and near energized lines. The trimmer/climber must be qualified with rope and saddle and possess a valid class "B" CDL with the airbrake endorsement. The groundman must be knowledgeable in proper and safe chipping operations.
4. Aerial lift is to be equipped with traffic direction signs with flags, traffic cones, chocks, first aid kit, chain saws, ropes, pole saws, and other related equipment necessary for daily safety and operational efficiency.
5. The crane truck will be used on an "as needed" basis. Minimum capacity: 20 tons. Boom: telescoping with a minimum reach of 65'.

F. SAFETY AND LIABILITY

1. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
2. Contractor shall see that the tree crew personnel take all necessary precautions to ensure the safety of the public, the company's employees, and the company's equipment by adhering to the following standards:
 - a. Applicable OSHA safety regulations.
 - b. ANSI Z 133.1 Safety Standards.
 - c. The Manual of Uniform Traffic Control Devices (MUTCD) for flagging and traffic control operations.
 - d. The National Electric Safety Code.
 - e. Any other applicable safety laws, regulations, and codes.
3. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Chattanooga, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provided, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
4. If any damage is done to the property or other by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

G. REQUESTMENTS FOR PAYMENT

1. Pay requests shall be submitted every two (2) weeks or at the end of the work assignment whichever comes first. Each request shall show the date worked and list the address of each work order, the work order number and the corresponding amount of time and cost incurred on each request. Each request for payment shall have a total amount requested for the billing period.

H. OTHER REQUIREMENTS

1. Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of its work under this Contract including business license requirements of the City of Chattanooga.
2. Contractor shall not discriminate against any applicant or employee because of race, color, religion, sex, age, or national origin. 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, age, national origin, or disability. 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.

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) _____

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, 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. 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 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 resulting 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 damage 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