

Date: August 23, 2018

Requisition No.: 174146

**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 September 5, 2018*

**Requisition / Bid No.: R174146 / 305184
Ordering Dept.: Waste Resource Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Special Line & Tank Cleaning Services

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on September 5, 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:
 05-SEP-18 at 2:00 PM

BID NUMBER: 305184

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.: 174146 / 305184 Ordering Dept.: Waste Resource Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Special Line & Tank Cleaning Services ATTACHMENTS: 1. Specifications (8 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 Special Line & Tank Cleaning Services for the Waste Resource Division. The Contract Term May Be Renewed For An Additional two (2) 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 MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON SEPTEMBER 5, 2018 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305184) 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 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					

BID SOLICITATION



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

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 05-SEP-18 at 2:00 PM

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BUYER:
PHONE #: (423) 643-7230
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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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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

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: _____

BID SOLICITATION



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

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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	Operator - regular time	10000	Hour	_____	_____
2	Operator - overtime	250	Hour	_____	_____
3	Lead Operator - regular time	6000	Hour	_____	_____
4	Lead Operator - overtime	250	Hour	_____	_____
5	Combination Sewer Cleaner Vacuum & Jetting	6000	Hour	_____	_____
6	Water Blaster - minimum 6000 psi	2	Hour	_____	_____
7	____% Markup on Materials and Other Equipment	21000	Hour	_____	_____
8	Other vendor owned equipment	31000	Hour	_____	_____

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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
ANNUAL REQUIREMENTS CONTRACT
TO SUPPLY
SPECIAL LINE AND TANK CLEANING SERVICES
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

July 2018

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, benefits, and any other related expenses necessary to provide special line and tank cleaning services for the WASTE RESOURCES DIVISION including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405; pump stations throughout the Interceptor Sewer System.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and other locations within the WASTE RESOURCES DIVISION to determine the types, sizes, and quantities of special line and tank and determine any peculiar circumstances which may be associated with the services.

Any questions or comments related to the services described in these Specifications may be directed to the Plant Maintenance Manager at Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 (423) 757-5026.

1.2 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the cost per hour for labor based on trades listed in Appendix A, the cost per hour for Vendor-provided equipment listed in Appendix A, and percent markup on materials and other (not listed) specialized equipment that may be required by the Vendor.

The cost per hour shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

The Vendor shall also provide hourly rates for overtime and holiday work for the various work described herein.

Cost of these services shall be subject to all of the requirements of the Specifications.

The bid shall be awarded on the basis of the unit cost per hour to provide the special line and tank cleaning services for the Waste Resources Division, as well as an evaluation of the Vendor's qualifications, experience, capabilities, and other factors specified in the City Code.

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

The Vendor shall submit a list of three (3) customers for whom the Vendor has provided the special line and tank cleaning services during the past three (3) years and provided labor to perform similar services.

The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

1.3.4 Experience

The Vendor shall have a minimum of 15 years experience as a lead operator or foreman on special cleaning projects such as line slurry tanks, digesters, wet wells, primary and secondary clarifiers, scum collectors, process manholes, process sewers and force mains, sludge storage tanks, and other similar structures located in wastewater collection and treatment systems. This experience shall include the use of all type of high pressure cleaning equipment including truck and trailer mounted cleaning devices.

The materials to be cleaned and removed include lime scale, gravel, sand, grease, rags, sticks, and other similar types of debris.

The Vendor shall be experienced in working in confined spaces and shall be thoroughly familiar with the Confined Space rules, regulations and use of the required associated equipment.

1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the equipment or services specified herein.

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, proper to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Employer's Liability	Statutory \$750,000
Bodily Injury Liability Except Automobile	\$750,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$750,000 each occurrence \$750,000 aggregate
Automobile Bodily Injury Liability	\$750,000 each person \$1,500,000 each occurrence
Automobile Property Damage Excess Umbrella Liability	\$750,000 each occurrence \$3,000,000 each occurrence

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

The Vendor shall warrant and guarantee the 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.

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, OSHA, 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.

The Vendor shall supply the MBWWTP Occupational Safety Specialist with a written safety plan prior to beginning the contract work.

The vendor's personnel shall clock in using the MBWWTP time clock system daily. Every employee shall clock in upon arrival onsite and clock out when leaving for the day. If vendor employees are to be working offsite for the day, they shall report to the MBWWTP to clock in at the start of the day and return to clock out at the end of the day.

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 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 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 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 and any other related expenses necessary to provide the special line and tank cleaning services described herein for the WASTE RESOURCES DIVISION.
- B. 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 operator when it is needed.
- C. 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.

2.2.2 Vendor Services

- A. The Vendor shall provide the trained and experienced labor required to provide the special line and tank cleaning services supported by the City's equipment and employees.

- B. If authorized in writing, the Vendor shall provide direction of City employees providing support and equipment for these special cleaning services.
- C. Vendor shall have reliable and updated equipment.

2.2.3 City Supplied Services

The City will provide all utilities associated with the special line and tank cleaning services. Depending on the task to be accomplished, the City may, if authorized prior to the work, provide the assistance of support personnel.

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.

3.2 PAYMENT OF SERVICES

- a. The City will make payment to the Vendor according to the City's normal policies and procedures.
- b. 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.
- c. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- d. 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.
- e. 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.

- f. 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.
- g. 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.

- h. 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.
- i. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- j. 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.
- k. 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.
- l. 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

APPENDIX A
LIST OF LABOR AND EQUIPMENT PROVIDED BY VENDOR

<u>LABOR</u>	<u>HOURLY RATE</u>
Lead Operator – regular time	_____
Lead Operator – overtime	_____
Operator – regular time	_____
Operator – overtime	_____

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Combination Sewer Cleaner (vacuum & jetting)	_____
Water Blaster – minimum 6000 psi	_____
Other vendor-owned equipment – list below:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PERCENT MARKUP ON MATERIALS AND OTHER EQUIPMENT _____ %

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)

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: _____