

Date: August 15, 2018

Requisition No.: 173489

**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 4, 2018*

**Requisition / Bid No.: R173489 / 305178
Ordering Dept.: Waste Resource Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Street & Parking Lot Cleaning Services

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

2:00 P.M., EST on September 4, 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:
 04-SEP-18 at 2:00 PM

BID NUMBER: 305178

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.: 173489 / 305178 Ordering Dept.: Waste Resource Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Street & Parking Lot Cleaning Services ATTACHMENTS: 1. Specifications (6 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 Street & Parking Lot 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 4, 2018 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305178) 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



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

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 04-SEP-18 at 2:00 PM

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>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.</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>**** NOTE **** 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>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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

BID OPENING DATE AND TIME:

04-SEP-18 at 2:00 PM

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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	Street & Parking Lot Cleaning (Monthly)	12	Month	_____	_____

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.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

CITY OF CHATTANOOGA – WASTE RESOURCES DIVISION
SPECIFICATIONS TO SUPPLY STREET AND PARKING LOT CLEANING SERVICES
(July 2018)

1.0 GENERAL

1.1 SCOPE OF SERVICE

The Scope of Services included in the Specifications shall be for all labor, equipment, fuel, and any other related expenses necessary to provide street and parking lot cleaning services for the paved areas of the Moccasin Bend Waste Water Treatment Plant (MBWWTP) properly located at 455 Moccasin Bend Road, Chattanooga, TN 37405.

It is the responsibility of each bidder to visit the Moccasin Bend Waste Water Treatment Plant to determine the extent of these services and any peculiar circumstances which may be associated with these services. Services are further described in Section 2.2 of these specifications.

Appointments to visit the site may be made by contacting the Plant Superintendent at Moccasin Bend Waste Water Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405 at 423-643-7498. Any questions or comments related to the services in these Specifications may also be directed to the Plant Superintendent.

1.2 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include a lump sum price to provide the described services one (1) time each month.

The cost per month shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost. The cost per month shall include all labor and any and all equipment necessary to perform the work described herein.

The bid shall be awarded on the basis of the cost per month to provide the street and parking Lot cleaning services for the Waste Resource 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, and Vendor-owned Equipment*

A. References

The Vendor shall submit a minimum list of five (5) customers for whom the Vendor has performed street and parking lot cleaning services during the past three (3) years and provided labor and equipment and materials to perform similar Services.

B. Vendor Owned Equipment

The Vendor shall provide a list of Vendor-owned equipment such as street sweeping/vacuuming vehicles, water flushing vehicles, portable blowers, curb and gutter cleaning equipment, and any other relevant equipment for the services required.

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 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 monthly rate for the first (1st) year of the Contract.

The City shall have the option of extending the Contract for two (2) additional one (1) year periods by mutual agreement with the City Council approval.

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 \$1,500,000 aggregate
Property Damage Liability Except Automobile	\$750,000 each occurrence \$750,000 aggregate
Automobile Bodily Damage Liability	\$750,000 each person \$1,500,000 each occurrence
Automobile Property Damage Excess Umbrella Liability	\$750,000 each occurrence \$2,000,000 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.

2.0 SERVICES AND OTHER REQUIREMENTS

2.1 GENERAL REQUIREMENTS

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.

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, ordinance 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 Resource 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 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, equipment, fuel, materials and any other related expenses necessary to provide street and parking lot cleaning services described herein for the WASTE RESOURCE DIVISION.
- B. The Vendor shall provide the services on a once per month basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's workers and equipment and to minimize interference with the required activities at the MBWWTP.
- C. The Vendor shall preferably perform work on weekends, where there will be less traffic on the streets, and minimal number of vehicles in parking lots. Other times may be scheduled as mutually agreed upon between Vendor and City.

2.2.2 Vendor Services

- A. The Vendor shall perform street sweeping and vacuuming of all paved areas designated by the City at the MBWWTP site. A drawing of the areas to be cleaned shall be provided to Vendor. **Caution must be taken that debris is completely removed from catch basin areas that are designated for drainage to the storm system.**
- B. The Vendor shall perform cleaning of street gutters, **particularly taking caution that all material is removed from catch basin drainage areas that are designated to drain to the storm system.** Cleaning may be done manually, with blowers, shovels, brooms, or other equipment needed to move the material for pick-up by sweeping and vacuuming equipment.
- C. The Vendor shall dispose of all debris picked up by the equipment in dumpsters provided on site by the City.

2.2.3 City Supplied Services

- A. The City will provide the following services:
 - 1. The City will provide for relocation of City and personal vehicles from parking lot areas when necessary to accommodate the cleaning.
 - 2. The City will provide a representative to work with Vendor on scheduling, accommodations, and for inspection of the work.
 - 3. The City will provide all electricity, water, and wastewater at City facilities.
 - 4. The City will provide disposal dumpster(s) for debris picked up by Vendor's performance of the work.
 - 5. The City will not be responsible for any Vendor equipment left at or stored at any City facilities.

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

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

3.2.2 The City will make payment to the Contractor according to the City's normal policies and procedures.

3.2.3 Invoices for labor must have a service report or timesheet attached showing employee's name, work location, and hours worked plus details of the job performed.

3.2.4 Invoices for parts and materials provided by the Vendor for purchase by the City must include invoice (or documented Vendor's cost) and show invoice and markup as separate items.

3.2.5 The Vendor shall not invoice the City for any item that is not specifically listed on the subsequent Purchase Order. Invoices must match the wording of the Purchase Order.

3.2.6 Invoices to the City shall reference the blanket purchase order number and the work order number. Each transaction line on an invoice shall reference the corresponding transaction line on the blanket purchase order (not the Bid Form).

3.2.6 Invoices shall be sent to:

**The City of Chattanooga
Accounts Payable Division
101 E 11th St, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov**

and a duplicate invoice sent to:

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

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: _____