

BID SOLICITATION



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

BID OPENING DATE AND TIME:

08-FEB-18 at 2:00 PM

BID NUMBER: 304936

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 162158 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****</p> <p>DESCRIPTION: This shall be a twelve (12) month blanket contract to Raise and Lower Manholes 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 - 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 FEBRUARY 8, 2018 ***** *****</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304936) 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
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business ___ Small Business ___ Veteran ___					
Minority Woman Owned Business ___ Disabled Veteran ___					
Women-Owned Business ___					

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: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Adjustment of Sanitary Sewer Manholes (frames & covers): Lowering of existing manhole frames and covers, including cold mix, traffic control per MUTCD, etc. (complete-in-place)	1	Each	_____	_____
2	Resetting manhole frames and covers with concrete and/or masonry to finish grade including traffic control per MUTCD, etc. (complete-in-place)	1	Each	_____	_____
3	Manhole precast cone replacement (SD-300.01) including Removal of existing material prior to placement, etc. (complete-in-place)	1	Each	_____	_____
4	Excess manhole adjustment	1	Each	_____	_____
5	Procurement and transportation of manhole lids and frames (SD-301.03)	1	Each	_____	_____
6	Adjust Catch Basin, Curb Inlets, Misc. Drainage Structures: Adjust catch basin (curb iron only) (SD-608.01). Includes mortar, concrete, grout, etc. and traffic control per MUTCD. (complete-in-place)	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.

**CONTRACT SPECIFICATIONS TO RAISE AND LOWER MANHOLES
FOR TENNESSEE STATE PAVING PROJECTS
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for the provision of labor services and related materials and equipment for height adjustment for sanitary sewer manhole rims and covers as well as storm drainage structures on an as-needed basis for the Department of Transportation of the City of Chattanooga. The Department of Transportation is located at 1250 Market St, Chattanooga, Tennessee 37403.

It is the responsibility of each bidder to reasonably determine the types of structures for which these services may be required, the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these repair/installation services.

1.2 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the labor cost per hour for personnel as well as a percent markup on parts, materials, and equipment as requested by the City.

The bid shall be awarded on the basis of the unit cost 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

None

1.3.2 Performance Bond

\$75,000

1.3.3 References and Experience

A. References

1. The Vendor shall submit a list of at least five (5) customers for whom the

Vendor has performed sanitary sewer manhole adjustment services during the past five (5) years.

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 description of its work force including number of skilled personnel and their length of service with the company.
3. The Vendor shall be a licensed Municipal and Utility (MU) contractor with unlimited contracting ability.
4. The Vendor shall have a minimum \$2,500,000 bonding ability.

1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Vendor shall comply with rules and conditions found in the City of Chattanooga's Standard Terms and Conditions (<http://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 firm unit costs 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.

Unit costs shall, at the time of contract renewal, be subject to adjustment by mutual agreement based on the Southern States CPI as published by the US Department of Labor.

1.6 INSURANCE

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.

1.7 WARRANTY

The Vendor shall warrant and guarantee the work performed for a period of one (1) year following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.

2.0 SERVICES AND OTHER REQUIREMENTS

2.1 GENERAL

2.1.1 *Subcontractors*

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, TDEC, 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 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

The Tennessee Department of Transportation (TDOT) owns and maintains various roads and right-of-ways in the City of Chattanooga. The City of Chattanooga owns and maintains sanitary and storm sewers beneath most state operated roads. Annually TDOT will repave portions of state roadways. The Vendor agrees to provide the services described by these specifications for protection and maintenance of City infrastructure during and following state paving operations.

2.2.2 Vendor Services

- A. Coordinate with City and TDOT personnel for all contracted activities
- B. Lower manholes to a specified depth, including cold mix and manhole

marker, prior to state milling operations.

- C. Reset manhole frames and covers with concrete and/or masonry to finish grade after paving operations.
- D. Replace precast manhole cones, where required by the City.
- E. Procure and transport manhole lids and frames.
- F. Adjust catch basins, curb inlets and miscellaneous drainage structures.

2.2.3 City Supplied Services

The City will provide a designated contact to coordinate all activities associated with the contract.

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

Payment shall be made in accordance with City procedures. Payment requests should be submitted to the Chattanooga Department of Transportation, 1250 Market St, Chattanooga, Tennessee 37403.

BID SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	Adjustment of Sanitary Sewer Manholes (frames & cover)				
1A	Lowering of existing Manhole Frames and Covers, including cold mix, traffic control per MUTCD, etc. (complete-in-place)	100	EA	\$	\$
1B	Resetting Manhole Frames and Covers with Concrete and/or Masonry to finish grade including traffic control per MUTCD, etc. (complete-in-place)	100	EA	\$	\$
1C	Manhole Precast Cone Replacement (SD-300.01) including Removal of existing material prior to placement, etc. (complete-in-place)	5	EA	\$	\$
1D	Excess Manhole Adjustment	100	VI	\$	\$
1E	Procurement and transportation of Manhole Lids and Frames (SD-301.03)	10	EA	\$	\$
2	Adjust Catch Basin, Curb Inlets, Misc. Drainage Structures				
2A	Adjust Catch Basin (curb iron only) (SD-608.01). Includes Mortar, Concrete, Grout, etc. and traffic control pre MUTCD. (complete-in-place)	10	EA	\$	\$

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/entitles/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

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)