

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

01-JUL-14 at 2:00 PM

**BID NUMBER: 303392**

**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:**

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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. 95264                      Ordering Dept.: Public Works                      Buyer: William Tucker                      Telephone: 423-643-7238                      Fax: 423-643-7244                      Email: tucker_w@chattanooga.gov                      *****</p> <p>Items Being Purchased: Herbicide Treatment of Drainage Easements                      *****</p> <p>ATTACHMENTS: Specifications (13 pages)                      Instructions to Bidders (1 page)                      *****</p> <p>*** BIDS MUST BE RECEIVED NO LATER THAN ***                      *** 02:00 PM EST on JULY 1, 2014 ***                      *****</p> <p>SEALED BIDS: All Bids must be delivered to the Purchasing Office in a sealed envelope on or before the time and date specified above.                      DO NOT email or fax your bid; such bids cannot be considered.                      *****</p> <p>PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at 9:00 AM on Tuesday, June 17, 2014, in the Paul Clark Building Training Room, 900 East 11th Street, Chattanooga, TN 37403.                      *****</p> <p>PRICE ESCALATION CLAUSE: If, as a result of a general change in labor rates, materials prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract may be adjusted accordingly. In requesting a price increase, the Contractor shall provide the Purchasing Department with documentation showing the reason for the requested increase. Increases shall not be requested more often than once per year. Price increases shall only become effective after approval by the Purchasing Agent.                      *****</p> <p>This shall be a twelve (12) month blanket contract to supply Herbicide Treatment of Drainage Easements as needed by agencies of the City of Chattanooga. The contract term 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 providing written confirmation of agreement by both parties at least 30 days prior to the Contract's current expiration date.                      *****</p> <p>City of Chattanooga Terms and Conditions are incorporated herein by Reference, and are posted on the City's Website at <a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a>.                      If you cannot download, call buyer for a copy.                      *****</p> <p>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</p>					

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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>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>Vendor Contact Information:</p> <p>Vendor Name _____</p> <p>Contact Person _____</p> <p>Tel. _____</p> <p>Fax _____</p> <p>Email _____</p> <p>Street Address or PO Box _____</p> <p>City, State, Zip _____                      *****</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: \_\_\_\_\_

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 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	Herbicide Treatment on th City of Chattanooga Drainage Easements, Two treatments	2	Each	_____	_____

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

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TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

**HERBICIDE TREATMENT  
SPECIFICATIONS AND PROVISIONS  
FOR SELECTIVE HERBICIDE APPLICATION  
ON THE  
CITY OF CHATTANOOGA  
DRAINAGE CANAL  
RIGHTS-OF-WAY**

**HERBICIDE TREATMENT  
SPECIFICATIONS AND PROVISIONS  
FOR SELECTIVE HERBICIDE APPLICATION  
ON THE CITY OF CHATTANOOGA  
DRAINAGE CANAL  
RIGHTS-OF-WAY**

**I. SCOPE OF PROJECT**

1. The work required under this contract consists of the application of herbicide to the vegetation growing in certain drainage channels. Locations to receive treatment are indicated in Appendix I.
2. Prospective bidders are urged to make a complete inspection of all areas to receive herbicide treatment and failure to do so will not relieve him/her of any of the provisions of the specifications herein. All supervisory personnel employed by the bidder to be involved in this project must be present with the City of Chattanooga representative at all inspections of areas to be treated within in his/her project.
3. Areas of channels to receive treatment are further defined as being the bottom, side, and banks to the limits of the right-of-way. In the absence of a defined right-of-way, the top edge of the channel embankment shall prevail. This includes concrete bottom ditches in which treatment shall extend beyond the concrete to the top of the slope. In the event privately owned walls, fences, maintained hedges, or other appurtenances border channels, the treatment shall extend only to these appurtenances.

**II. INSPECTION OF WORK**

1. No later than thirty (30) days after completion of each application a joint inspection by representatives of the contractor and the City of Chattanooga shall be made to determine the effectiveness of the herbicide treatment.

### III. SCHEDULE OF WORK

1. All areas defined in Scope of Project shall receive two (2) herbicide spray treatments during the year as follows:

**First Treatment -** Must begin within ten (10) days of Notice to Proceed. The first complete treatment must be completed within thirty (30) days from the date of Notice to Proceed.

**Second Treatment -** Approximately twelve (12) weeks after the first treatment. Must begin within ten (10) days of Notice to Proceed. The second complete treatment must be completed within thirty (30) days from the date of Notice to Proceed.

**Follow-up Treatment -** As required by the City within thirty (30) calendar days following completion of first and second treatments.

2. The Contractor will submit a work schedule including a detailed explanation of what and when the areas will be treated for the Public Works Department's review. The schedule will need to be submitted prior to the Contract being awarded. In the event of disagreement, the schedule of the Department of Public Works will be adhered to by the contractor.

### IV. MATERIAL REQUIREMENTS

1. The herbicide used in treatment of vegetation, except aquatics, shall consist of a combination of herbicide products which will effectively control all vegetation, **except narrow leaf grass**. Any narrow leaf grass that is killed or permanently damaged shall be replanted, by the Contractor, by means of seeding and growth will be assured. Replanting shall be done at no additional cost to the City of Chattanooga.
2. Herbicides to be used for treatment of drainage canals shall be strictly adhered to as follows. Use Monsanto's **Rodeo** herbicide at one percent (1%) of total solution combined with one percent (1%) of Dow Agro Sciences' **Garlon 3A** herbicide for ditch bank application with one half percent (1/2%) of **Adherent 90** surfactant, or approved equal.
3. Use Monsanto's **Rodeo** herbicide at two percent (2%) of total solution in clean water with one percent (1%) of **Adherent 90** surfactant for all aquatic growth or vegetation growing in the water, or approved equals.

4. Primary means of vegetation control in drainage canals shall be foliar application. However, where trees exist that are to tall to be treated in this manner, a cut-bark treatment using Monsanto's **ROUNDUP PRO** (or approved equal) as per manufacturer's recommendation.
5. Producing pecan or desirable trees located along or near the top banks of the channel are not to be treated and all efforts shall be made to avoid damaging or killing these trees.
6. The Contractor will be held liable for any damage incurred to yards, gardens, and other private property damaged as a result of overspray. The Contractor will also be responsible to damage incurred to areas not authorized by the City to be treated.
7. The Contractor shall comply with all pesticide and herbicide application requirements as set forth by the Tennessee Department of Agriculture Division of Plant Industries, all Federal Environmental Protective Agency requirements, and all manufacturer's instructions provided with chemicals on labels and/or in accompanying brochures. The Contractor should submit documentation of acceptability to the City of Chattanooga for its records.

## **V. EQUIPMENT REQUIREMENTS**

1. All equipment used by the Contractor for herbicide application must comply with all applicable State, Federal and OSHA Regulations. A permanent amber caution light will be mounted on top of each piece of equipment that operates from public roads.

## **VI. METHOD OF APPLICATION**

1. Custom hand-gun foliar treatment by only skilled, experienced applicators shall be the primary means of herbicide application in drainage canals. Each person actually spraying must be certified as a commercial pesticide applicator by the State of Tennessee. Contractor will utilize truck-mounted spray-rigs to access the areas to be treated by means of walking, wading or swimming as is necessary while using hoses to access the work. Large 4-wheel drive and other spray equipment shall be kept out of the ditches to prevent damage to the channel and/or erosion.

## VII OPERATIONAL REQUIREMENTS

1. Areas of drainage canals to receive herbicide treatment are further defined as being the bottom, side, and banks to the limits of the right-of-way. In absence of a defined right-of-way, the top edge of the drainage embankment shall prevail. In the event privately owned walls, fences, ornamental shrubbery or other appurtenances border drainage canals, the treatment shall extend only to these appurtenances.
2. Ditches that exist where no cultivated fields, established lawns, etc. adjoin the canal shall receive a Bermuda-release treatment on both top sides up to the limits of the right-of-way.
3. Where cultivated fields, established lawns, and landscaped areas adjoin the canal, right-of-way is limited to the area including the channel of the canal, and along the top bank adjacent to the side slopes. However, in no case will Contractor's operations be permitted to encroach upon or interfere with cultivation of growing crops.
4. Prospective bidders are urged to make a complete inspection of the rights-of-way to be treated. Failure to do so will not relieve him/her of any of the provisions of these specifications.
5. Any work added or deleted under this contract shall be by approved **Change Order** only.
6. All work added or deleted will be specified by location and approximate size expressed in square feet. Jointly, representatives of the Contractor and the Department of Public Works shall measure areas added or deleted to determine the effective square feet. Such measurements shall be documented and signed by both representatives and will be the basis for determining the final scope of work and contract price.
7. All documentation pertaining to the additions or deletions work shall be maintained in a project file by the Department of Public Works.
8. All areas treated shall be jointly inspected by the Department of Public Works and a representative of the Contractor no later than thirty (30) days following the first and second applications. The Public Works representative shall determine whether control of vegetation has been effective.

9. In any case where the control is not totally effective, follow-up treatments will be applied as required. A subsequent inspection of areas which receive spot treatments shall be conducted to determine effectiveness of the treatment for further payment.
10. The Contractor shall not apply any herbicide when rainfall is forecasted within eight (8) hours of time of application, during periods of rainfall or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.
11. The Contractor shall be responsible for providing Traffic Control at his/her own expense during this project.

## **VIII. GENERAL**

1. All weeds, grass and brush shall be eliminated excepting Bermuda grass. Any Bermuda grass that is killed or permanently damaged shall be replanted by the Contractor by means of seeding, and regrowth will be assured. Replanting shall be done at no additional cost to the City.
2. Bidder(s) must be licensed by the Tennessee Department of Agriculture, Division of Plant Industries. Bidder's License Number shall be furnished with bid proposal. Bidder(s) shall submit a list of successful chemical vegetation management projects similar in scope and scale to this project, completed within the previous five (5) years with his/her bid. Project name, customer, address and telephone number shall be included with each listing.
3. Bidders shall furnish with the bid proposal a listing of two (2) supervisors with a minimum of five (5) years experience and five (5) applicators with a minimum of two (2) years experience licensed in the Right-of-Way and Aquatic categories. Bidders shall furnish, with their Bids, a listing with the names, addresses, telephone numbers, and photocopies of each person's Certified Commercial Pesticide Applicator Certificate.
4. Complaints from residents or business owners resulting from work done under this contract will be received and recorded by the City of Chattanooga. The complaints will then be forwarded to the Contractor. The Contractor will make contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgement as to its authenticity. If a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible. In each case, the City of Chattanooga will be kept informed as to the disposition

of complaints.

5. The Contractor shall report any potential problems that are not designated by the prior inspection, such as erodible areas which could be worsened by the herbicide application. The Contractor shall contact the City's representative and show him/her the questionable area before any work is performed on that site.

**IX. BASIS OF PAYMENT**

1. Fifty percent (50%) of the Total Contract Price shall be paid after inspection and acceptance to the satisfaction of the City's representative for each treatment.

**X. RENEWAL OF CONTRACT**

1. This contract is for the current Growing Season. However, the City of Chattanooga may at its option renew the contract for two (2) additional years. Increases in contract amount are limited to increase in the consumer price index.

**XI. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

1. The selected bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within one hundred twenty (120) calendar days. The selected bidder must also agree to pay (as liquidated damages) the sum of three hundred dollars and no cents (\$300.00) per day for each consecutive calendar day thereafter until completion of the work.

**XII. RESPONSIBILITY OF PROPERTY DAMAGE**

1. The Contractor shall be responsible for any damage, personal or private property, caused by the use of chemicals, vehicles or other equipment while engaged in this contract. The Contractor shall pay for and maintain in force, during the tenure of this contract, the insurance listed below. The City of Chattanooga shall be provided certified proof that such insurance is, in fact, in force prior to the contract start work date and will continue in force for the length of the contract.

COVERAGE

LIMITS

- |    |                                 |                                |
|----|---------------------------------|--------------------------------|
| a. | Property Liability for          | \$1,000,000.00 per occurrence; |
|    | Bodily Injury & Property Damage | \$2,000,000.00 aggregate       |
| b. | Auto Liability                  | \$1,000,000.00 per occurrence  |

- c. Workmen's Compensation As required by State Law

**XIV. SELECTION CRITERIA**

- 2. The City of Chattanooga reserves the right to determine which is the lowest and best bid and to accept or reject any or all bids based on that determination.
- 3. In determining the responsiveness of the low Bidder(s), the City shall consider the following factors: (1) Completeness and regularity of the Bid form; (2) A Bid form without excisions or special conditions; (3) A Bid form having no alternative bids for any item, and (4) Such other factors as may be considered under State Law, Federal Law or Regulations.

**XV. PRE-BID CONFERENCE**

- 1. A Pre-bid Conference will be held to review the locations of all areas to be treated. Attendance at the pre-bid conference is strongly encouraged, but is not required

**XVI. NO ASSIGNMENT**

- 1. Contractors shall not assign or delegate this work, or in any part thereof, without obtaining in advance the written consent of the appropriate representatives of the Department of Public Works.

**IV APPENDIX:**

Treatment Locations: See Maps to be provided at scheduled Pre-Bid Conference.

# BID FORM

**TO THE CITY OF CHATTANOOGA**

**DATE:** \_\_\_\_\_

**CHATTANOOGA, TENNESSEE**

The undersigned proposes to provide herbicide treatment of Public rights-of-way including any and all work and materials that may be necessary in a proper and workmanlike manner, according to the scope of work and upon the terms and conditions of the specifications contained herein under the direction and to the satisfaction of the City of Chattanooga at the following prices:

**TOTAL AMOUNT OF BID FOR HERBICIDE TREATMENT CONTRACT:**

\$ \_\_\_\_\_.

**SIGNED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**NAME OF FIRM:** \_\_\_\_\_

**TN. STATE COMMERCIAL APPLICATOR'S LICENSE. NO.**

\_\_\_\_\_

**NOTE:** Attach Contractor's Statement of Experience, equipment list, and personnel list as required by these specifications.

ATTACHMENT "A"

CONTRACTOR'S STATEMENT OF EXPERIENCE

SUBMITTED BY: \_\_\_\_\_  A Corporation  
 A Co-Partnership  
 An Individual

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

OTHER PLACES OF BUSINESS INVOLVED IN THIS CONTRACT: \_\_\_\_\_

\_\_\_\_\_

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor / herbicide applicator? \_\_\_\_\_

2. How many years experience in DRAINAGE CANAL HERBICIDE APPLICATION work has your organization had?  
a) As a general contractor? \_\_\_\_\_  
b) As a subcontractor? \_\_\_\_\_

3. Complete the following table to show ten (10) municipal or government agency projects your organization has completed in the application of herbicides on drainage canals for the last five (5) years:

YEAR	NAME OF MUNICIPAL OR GOVERNMENT AGENCY	CONTACT	PHONE NUMBER
------	--	---------	--------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
 If so, where and why? \_\_\_\_\_  
 \_\_\_\_\_



**ATTACHMENT "C"**  
**PERSONNEL LIST**

**Supervisory Personnel:**

Name	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Applicators:**

Name	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Note: Attach photocopies of each listed person's Commercial Pesticide Applicator Certificate.**

## Instructions to Bidders

(1) Bid documents can be downloaded from the City's website, at [www.chattanooga.gov](http://www.chattanooga.gov). At the left side of that page is a link labeled "Bid Solicitations." Click that link, and a page will open with search results related to Bid Solicitations. One of the top results will be a link that will display a page listing the current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.

(2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.

(3) Bid documents should be submitted to the Purchasing Office at the following address:

Purchasing Office, Suite G13  
City Hall  
101 East 11<sup>th</sup> Street  
Chattanooga, TN 37401

(4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Bid Solicitation number should be noted on the outside of the envelope. This is a six-digit number starting with a "3".

(5) Any questions regarding the specifications or bidding process should be directed to the Buyer, preferably by email to the following address:

[Tucker\\_w@chattanooga.gov](mailto:Tucker_w@chattanooga.gov).

The Buyer will, if possible, find answers to the submitted questions and will issue an Addendum, so that all potential bidders will have access to the answers.

(6) A Pre-bid conference will be held at 9:00 AM on Tuesday, June 17, 2014, in the Paul Clark Building Training Room, 900 East 11<sup>th</sup> Street, Chattanooga, TN 37403. Attendance is not mandatory, but is strongly encouraged. This meeting will enable potential bidders to ask more specific questions and to review maps showing the sites to be treated.