

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

02-JUL-14 at 2:00 PM

**BID NUMBER: 303402**

**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
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Requisition No.: 96265  
 Ordering Dept.: Waste Resources  
 Buyer: Geoffrey Hipp 423-643-7233

**DESCRIPTION:**

This shall be a twelve (12) month blanket contract for Painting Services 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.

**ATTACHMENTS:**

- Specifications
- Affirmative Action Plan
- Standard Terms and Conditions:  
 (<http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions>)

\*\*\* BIDS MUST BE RECEIVED NO LATER THAN \*\*\*  
 \*\*\*\*\* 2:00 PM ON JULY 2, 2014 \*\*\*\*\*

PLEASE SUBMIT BIDS IN DUPLICATE INDICATING  
 BID NUMBER (303402) ON OUTSIDE PACKAGING

ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED.

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.

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.

**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.

**PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Toll-Free No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

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Item	Class-Item	Quantity	Unit	Unit Price	Total
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	Painting, Brush/Roller (under 30 feet)	1	Hour	_____	_____
2	Painting, Airless and Air Spray (over 30 feet)	1	Hour	_____	_____
3	Painting, Brush/Roller (over 30 feet)	1	Hour	_____	_____
4	Painting, Brush/Roller (confined space)	1	Hour	_____	_____
5	Painting, Airless and Air Spray (under 30 feet)	1	Hour	_____	_____
6	Sandblasting (over 30 feet)	1	Hour	_____	_____
7	Sandblasting (under 30 feet)	1	Hour	_____	_____
8	Sandblasting (confined space)	1	Hour	_____	_____
9	Hot/Cold Pressure Water Blasting/Cleaning (over 30 ft)	1	Hour	_____	_____
10	Hot/Cold Pressure Water Blasting/Cleaning (under 30 ft)	1	Hour	_____	_____

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

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

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

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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Hot/Cold Pressure Water Blasting/Cleaning (confined space)	1	Hour	_____	_____
12	Materials and supplies (____%markup)	1	Each	_____	_____
13	Painting, Airless and Air Spray (confined space)	1	Hour	_____	_____

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

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

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

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

**SPECIFICATIONS  
FOR  
ANNUAL REQUIREMENTS CONTRACT  
TO SUPPLY  
PAINTING AND RELATED SURFACE PREPARATION SERVICES  
FOR THE WASTE RESOURCES DIVISION  
CITY OF CHATTANOOGA, TENNESSEE  
April 2014**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, fuel, and any other related expenses necessary to provide painting and related surface preparation 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; the City Landfill, 9327 Birchwood Pike, Harrison, TN 37341; and the Wood Recycling Center, 3925 North Hawthorne Street, Chattanooga, TN 37406.

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 required painting and related surface preparation services and any peculiar circumstances which may be associated with the painting and related surface preparation 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 and equipment and percent markup on materials and specialized outside services not normally performed 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 cost per hour shall be for the services of one (1) senior worker and one (1) worker/labor and any and all equipment necessary to perform the work described herein.

Specialty equipment, materials and services required for the work but not described herein will be invoiced by the Vendor at cost plus a percent mark-up.

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 painting and related surface preparation 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, Vendor-owned Equipment, and Experience**

##### **A. References**

The Vendor shall submit a minimum list of five (5) customers for whom the Vendor has performed painting and related surface preparation services during the past three- (3) years and provided labor and equipment and materials to perform similar services.

There shall be at least one (1) customer where the work was performed in confined spaces. There shall be at least one (1) customer where the work was performed in excess of 30 feet above surrounding services.

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

##### **B. Vendor Owned Equipment**

The Vendor shall provide with the Bid a list of Vendor-owned equipment.

The Vendor shall provide the minimum equipment listed below necessary to perform the service requirements described herein requirements. Vendor-owned equipment shall include the at least the following equal or better:

1. 1 ea - 600 pound Sandblaster, equipment, hoses, safety gear
2. 2 ea - 185 PSI Air Compressors
3. 2 ea - Professional Airless Paint Sprayers (Must be able to spray

Epoxies)

4. 1 ea – 130 foot sky climber
5. 65 ft – breakable scaffolding
6. 1 ea - 4000 PSI Hot Pressure Water Blaster
7. 1 ea – 3500 PSI Cold Pressure Water Blaster
8. 1 ea – 65 foot bucket truck
9. Confined Space equipment and safety training

C. Experience

The Vendor shall have a minimum of 15 years experience providing all of painting and related surface preparation services described herein. This work experience shall include work in confined spaces and elevated work in excess of 30 feet above surrounding surfaces.

The Vendor shall certify that he/she is proficient in the operation of special equipment, including but not limited to, hydraulic lifts, sand blasters, water blasters, bucket trucks, and airless sprayers.

D. Workers Qualifications

Resumes including a description of their related experience of key employees that will be performing the painting and related surface preparation services shall be provided with the Bid.

E. Failure to provide these submittals at the time of the Bid may result in the Vendor's bid being disqualified.

**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 apart 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 \$1,500,000 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 ninety (90) days 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.

#### 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 submit a written safety plan to MBWWTP Occupational Safety Specialist prior to beginning the contract work.

If requested the Vendors personnel shall clock in and out daily using the provided City time clock system. This will be used to track what personnel are onsite and not for pay purposes.

### **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 provide painting and related surface

preparation 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 workers and equipment when it is needed.
- C. The 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.
- D. The Vendor shall provide the equipment specified and expendable materials required for performing the scope of services. The equipment purchase, maintenance, and operational charges will be included in the fully burdened labor rates listed on the **Bid Form**. No additional charges for the use of this list of equipment shall be billed.
- E. The Vendor shall supply all incidentals such as nozzles, gas, tips, brushes, rollers, plastic and fabric cover cloths, rags, sand paper, steel wool, etc. The cost for provision of these items shall be included in the labor rates given on the **Bid Form**.
- F. The Vendor shall provide restoration maintenance support of the City waste water facilities and other systems of similar architecture, to include sand blasting, paint removal, hot and cold water blasting, applications of various types of painting products to include epoxies, urethanes, latex enamels, oil based paints, and lacquer based paints.

### **2.2.2 Vendor Services**

- A. The Vendor shall be prepared to perform the following:
  - 1. Sand Blasting
  - 2. Hot/Cold Water Pressure Water Blasting/Cleaning
  - 3. Airless and Air Spray Painting
  - 4. Brush/Roller Painting
  - 5. Elevated work greater than 30'
  - 6. Confined Space work (Inside tanks, sewers, pump stations, etc...)
  - 7. Protection of City property from paint overspray
  - 8. Protection of Personnel property from paint overspray
- B. The Vendor shall provide the labor and equipment necessary to perform the requested restoration/cleaning by means of sand blasting to include brush blasting, near white blasting, white blasting, and other levels of surface preparation that might be required by sand blasting. This also includes work in areas where nuts shells are to be used in the place of sand.
- C. The Vendor shall provide the labor and equipment necessary to perform the

requested restoration/cleaning by means of high pressure water blasting to include hot and cold water systems. This work shall include cleaning pump station wet wells, exteriors and interiors of concrete, steel, and fiberglass tanks, CSO facilities, and other areas that may needed cleaning by this method.

- D. The Vendor shall provide the labor and equipment necessary to perform the requested airless and air spray paint and coating applications at specified thicknesses. These applications shall include the application of oil based enamels and primers, latex based enamels and primers, epoxies and primers, urethanes and primers, lacquer and primers, and other protective coating materials.
- E. The Vendor shall provide the labor and equipment necessary to perform the requested roller and brush paint applications. These applications shall include the application of oil based enamels and primers, latex based enamels and primers, epoxies and primers, urethanes and primers, lacquer and primers, and other protective coating materials.
- F. The Vendor shall provide the labor and equipment for providing specified painting and related surface preparation services at elevations in excess of 30 feet above the surrounding area. The Vendor and his/her shall be well trained in the safety and use of equipment to work at these elevations. No work shall be performed at these elevations by untrained or unqualified workers.
- G. The Vendor shall provide the labor and equipment for providing specified painting and related surface preparation services at in confined spaces. The Vendor and his/her shall be well trained in the safety and use of equipment to work in confined spaces. No work shall be performed in confined spaces by untrained or unqualified workers.
- H. The Vendor shall coordinate all proposed painting and related surface preparation services with the City prior to execution to ensure all personal property and City facilities are thoroughly protected from paint overspray. Every effort will be made to move personal property from the potential fallout area. When personal or city property cannot be moved out of the potential area, the contractor shall properly cover all areas at risk of overspray.

### **2.2.3 City Supplied Services**

- A. The City will provide the following services:
  - 1. The City shall provide the facilities, special equipment and supplies as specified in each individual task orders.
  - 2. No alterations to the City facilities shall be made without specific written permission from the City. These facilities shall only be used in performance of this contract.
  - 3. The City will provide associated materials associated with the work paints, thinners, solvents, cleaning agents (soaps, degreasers, and

disinfections agents), and blasting sand

4. The City will provide all electricity, water, and wastewater at City facilities.
5. The City will attempt, when available, to provide reasonable storage space for spare parts and working space including heat, light, ventilation, electric current and outlets for the use of Vendor maintenance personnel. The City will not be responsible for any Vendor equipment left at or stored at any City facilities.
6. The City will provide facilities and/or equipment for the destruction of hazardous waste that may have been uncovered or generated as apart of the performance of these services.
7. The City will provide and maintain its normal fire detection equipment, fire alarms, and extinguishers and provide periodic inspection service in workspace assigned.

### **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**

The City will make payment to the Contractor no later than the 30th of the month for the preceding month's service provided invoices are received by the first day of the month. Payment requests should be submitted to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

## 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.

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(Signature of Contractor)

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(Title and Name of Company)

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(Date)