

BID SOLICITATION



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

BID OPENING DATE AND TIME:
04/30/2008 2:00 PM
BID NUMBER: B0005097

BUYER: Hipp, Geoffrey
PHONE #: (423) 757 - 4758 ext.
DELIVERY REQUIRED: 04/30/2008 2:00 PM

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

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.

VE
ND
OR
TN

Item	Class-Item	Quantity	Unit	Unit Price	Total
	Requisition No.: R0108640 Ordering Dept.: Moccasin Bend Buyer: Geoffrey Hipp 423-757-4758 ***** ITEMS TO BE PURCHASED: This shall be a twelve (12) month requirements contract for the supply of adjustable floating frames and covers constructed of cast and/or ductile iron for use in manhole construction and adjustment for the Waste Resources Division. The contract may be renewed for one (1) 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/Finance/66_StandardTermsandConditions.htm or call for copy) ***** * ***** *** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON APRIL 30, 2008 ***** ***** * ***** PLEASE SUBMIT BIDS IN DUPLICATE ***** 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.				

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.

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

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V E N D O R . TN

Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>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 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>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>Women-Owned Business ___</p>				
1.0	890-30 Adjustable Floating Frame and Cover, Resilient Seats, 24 5/8	1.00	EA		

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
2.0	890-30 Adjustable Floating Frame and Cover, No Resilient Seats, 24 5/8	1.00	EA		
				TOTAL:	

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COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

**SPECIFICATIONS
FOR
ANNUAL REQUIREMENTS CONTRACT
TO SUPPLY
ADJUSTABLE FLOATING FRAMES AND COVERS
FOR
MANHOLE CONSTRUCTION
INTERCEPTOR SEWER SYSTEM
WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE
4/08/08**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for the supply of adjustable floating frames and covers constructed of cast and/or ductile iron for use in manhole construction and adjustment for the WASTE RESOURCES DIVISION including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

The City will be purchasing the units specified herein on an as-needed basis.

Any questions or comments related to the products and/or services described in these Specifications may be directed to the Buyer: Geoffrey Hipp (423) 757-4758 or hipp_g@mail.chattanooga.gov.

1.2 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the City's Standard Bid Form with the attached bid schedule for the various sizes of adjustable floating frames and covers.

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 Experience

A. References

1. The Vendor shall submit a list of customers for whom the Vendor has provided adjustable floating frames and covers described herein.
2. The list shall include the number of units installed at that location, names, addresses, telephone numbers, and contact person who is knowledgeable of the adjustable floating frames and covers provided.

B. Vendor/Manufacturer Experience

The Vendor/Manufacturer shall submit a brief company history of providing the specified adjustable floating frames and cover products.

1.3.4 Shop Drawings and O&M Manuals

A. Shop Drawings

The Vendor shall furnish with its Bid two (2) sets of typical Shop Drawings or standard vendor information for the products specified herein detailing the products to be furnished including dimensional data and materials of construction.

B. O&M Manuals

The Vendor shall supply two (2) copies of Operation & Maintenance Manuals with its Bid for the products specified that includes detailed installation and user instructions for its products.

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 pricing for the first year of the Contract.

The City shall have the option of extending the Contract for one (1) additional one (1) year period at the Vendor's bid pricing.

1.6 INSURANCE

None Required

1.7 WARRANTIES AND PERFORMANCE CERTIFICATIONS

The Vendor/Manufacturer shall provide its standard warranty for the products it provides.

2.0 PRODUCTS

2.1 GENERAL

2.1.1 *Sole Vendor*

The Vendor shall not subcontract the products or assign the contract to others without the written consent of the City of Chattanooga. The City is seeking a Vendor that can provide full service for the supply of these products.

2.1.2 Compliance with Applicable Regulations

All of the products provided by the Vendor shall be completed in a good and workmanlike manner. All products and/or services provided shall be in compliance with all applicable statues, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OHSA, AASHTO (M306-050), and any similar federal, state, and local laws or regulations applicable to the Vendor or to the products 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 Products or Services and Termination of Contract

In the event the Vendor:

- a. Fails to initiate services or provide products on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and/or any other documentation required by these Specifications at the specified times;
- c. After having begun services or supply of products, abandons them for any reason;
- d. Suspends or refuses to continue services the supply of products; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) 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 or products supplied 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 PRODUCTS

2.2.1 General

- A. The Vendor shall provide the products described herein for the Waste Resources Division and any documentation request to demonstrate the product qualities described below.
- B. The Vendor shall provide the products FOB at its distribution site. Freight shall be billed separately from products.
- C. The Vendor shall provide the products on an "as needed" basis as requested by the City within seven (7) to ten (10) working days after receiving an order or shipping release.

2.2.2 Products

2.2.2.1 Adjustable Floating Frames and Covers

- A. The adjustable floating frame and cover shall be a three (3) piece unit consisting of the cover, frame, and conical guide frame.
- B. The cover shall be made of cast iron conforming to ASTM A48 Class 30B. The City of Chattanooga Logo and the word "Sanitary Sewer" or "Storm Sewer" should be cast in the cover. The cover shall have non-penetrating pick holes and no vent hole in order to prevent water inflow/infiltration.
- C. The frame shall be made of ductile iron conforming to ASTM A536 65-45-12. It should be of a minimum of 9 inches in depth to offer proper adjustment. On the seating area of the frame, 12 rubber pads shall be inserted through the side (to avoid damage to the rubber pads when opening the manhole) to reduce noise resulting from rocking covers unless other wise requested by the City
- D. The conical guide frame shall be cone shaped for better adjustment to the road surface. The cone shape guide frame shall be a minimum of 8-inches in height to allow installation on slopes up to 17%. The

conical section shall be made of cast iron conforming to ASTM A48 Class 30B.

- E. The adjustable floating frames and covers shall be Adjustable AJ633SR with Resilient Seats or AJ633 without Resilient Seats as manufactured by Mueller Company, Mueller-Canada, or approved equal.

3.0 EXECUTION

3.1 CONTRACT STARTING DATE

The Contract for the products and/or services described shall begin immediately on the effective date of the award of the Contract.

3.2 PAYMENT OF SERVICES

Payment will be based on the City's standard procedures.

**BID PRICE LIST
ADJUSTABLE FLOATING FRAMES AND COVERS
FOR
MANHOLE CONSTRUCTION**

<u>Nominal Diameter-inches</u>	<u>Unit Price, \$/Each</u>
24 5/8 (Resilient Seats)	_____
24 5/8 (No Resilient Seats)	_____

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. 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 all 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 paragraph 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 by the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)