

BID SOLICITATION



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

BID OPENING DATE AND TIME:

22-MAR-18 at 2:00 PM

BID NUMBER: 305053

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
E
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R

RFQ

M
A
I
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T
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 166779 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****</p> <p>DESCRIPTION: This shall be a twelve (12) month blanket contract for Window Replacement and Tinting 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. *****</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 MARCH 22, 2018 ***** *****</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305053) 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>					

SEALED BIDS

VENDOR

MAIL TO

NAME AND TITLE: _____

BID SOLICITATION



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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Window Technician Labor	1	Each	_____	_____
2	Window Technician Labor Overtime	1	Each	_____	_____
3	Window Tinting Technician Labor	1	Each	_____	_____
4	Window Tinting Technician Labor Overtime	1	Each	_____	_____
5	Percent markup for materials and specialty services	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.

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: _____

**SPECIFICATIONS FOR BLANKET CONTRACT
TO SUPPLY
WINDOW REPLACEMENT AND WINDOW TINTING
SERVICES
FOR
WASTE RESOURCES DIVISION (WRD)
OF THE
CITY OF CHATTANOOGA, TENNESSEE
February, 2018**

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 to provide window replacement and window tinting services for the Waste Resources Division, including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, TN 37405.

It is the responsibility of each bidder to visit WRD facilities, including MBWWTP and associated regional pump stations, and to become familiar with, and have a working knowledge of, all types, sizes, and quantities of windows, as well as understand any peculiar circumstances that may be associated with the servicing of these windows, including the associated work areas and conditions and the safety requirements.

Any questions or comments related to the services described in these specifications may be directed to Geoffrey Hipp, Buyer, City of Chattanooga Purchasing Division, at ghipp@chattanooga.gov.

1.2 BASIS OF BIDDING

The Contractor shall submit two (2) copies of bid documents utilizing the City's Standard Bid Form. The Bid shall include the labor cost per hour for labor, and equipment and percent markup on materials and specialized outside services.

The cost per hour shall include any and all costs for standard tools/incidentals required to complete a job, wages, travel, benefits, indirect costs, overhead, including, but not limited to, meetings, planning, preparing quotes, copying, copy paper, personal protection equipment (PPE), supplies, profit, insurance, and any other related direct or indirect cost. The labor cost per hour shall be for the services of one (1) window technician.

Vendor shall also supply an hourly rate for labor to install film on existing windows to reduce the ability of someone on the outside seeing thru a window. The bid shall be just for labor.

The Vendor shall also provide standard hourly rates and overtime rates for the various

work described herein and as indicated in Bid Form. Emergency work as described in Section 2.2.1.D of these specifications shall be paid for at the stated overtime rate. Please include your company's policy on overtime. The cost per hour shall start when the technician is on-site.

The bid shall be awarded on the basis of the unit cost per hour of window technician labor, 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. Incomplete bid packages may be considered invalid.

1.3 SUBMITTALS

1.3.1 BidBond

NotRequired.

1.3.2 Performance Bond

NoneRequired.

1.3.3 References, Qualifications, and Experience

A. References

1. The Vendor shall submit a list of at least three (5) customers for whom the Vendor has performed window services during the past three (3) years and provided labor, equipment, and materials to perform similar services.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

B. QualificationsandExperience

1. Vendor shall submit a brief company history of providing the specified services.
2. Vendor shall provide a brief description of its service facilities and the work performed there.
3. Vendor shall provide a description of its work force, including number of skilled personnel and their length of service with the company.
4. The Vendor shall provide a list of window manufacturers for whom it serves as a trained provider of service.

- C. The Vendor shall provide a description of any previous specialized window services provided for commercial, manufacturing or industrial clients and any similar valve actuator services provided for municipal utilities, plants, and distribution systems.

1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Vendor shall comply with the Terms and Conditions posted on website <http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions> that has been made a part of this solicitation.

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 and Vendor 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, prior 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 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

2.0.1 Detailed Job Estimates

The Vendor shall provide a detailed job estimate for each job requested on the City's estimate form. Vendor must receive a Release Number prior to beginning any work. The estimate should include the number of window technicians to be used, the estimated time required to complete the job from start to finish, and any equipment required to perform the work, including operator and rental of special equipment not included in Bid Form. Preparing estimates shall not be billed separately, but accounted for as overhead.

2.0.2 Parts/Materials to be Used

Vendor shall provide a list of all parts/materials to be purchased to complete any job as requested by WRD. WRD representative may purchase the parts/materials from existing WRD supply blanket contracts. Parts purchased by WRD shall be referenced to an approved job identification number. Items which are not available on the City of Chattanooga blanket contracts may be purchased under this contract under the percent markup line. A copy of Vendor's Supplier's Invoice for those purchases must be included with Vendor's Invoice to WRD.

2.0.3 Storage

The vendor shall provide their own storage facilities for storing of materials and equipment. The location and nature of the storage facility shall be approved by City Representative before any facilities are brought on-site.

2.0.4 Timesheets

Vendor shall provide with each invoice employee Timesheets showing time worked on the job. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime. Timesheets shall include all work performed, indicating the hours of work, use of specialized equipment, and/or use of approved subcontractors. City maintains the right to have Vendor's employees to clock in and out on WRD

provided TimeClock. Work Order Numbers are to be specified on all Timesheets and TimeClock transactions. TimeClock information is for WRD use only. Punching the Timeclock does not waive the requirement for employee Timesheets being attached to invoices. TimeClock reports will not be used to pay invoice.

2.0.5 Hourly Rates

Hourly rates shall include employee's hourly rate of compensation under each classification. Any costs for transportation or mileage should be included in your hourly rates.

2.0.6 Tools & Supplies

Vendor's employees must arrive on job site with all Vendor supplied tools, Personal Protective Equipment, and consumables, including, but not limited to, HazMat suits, tape, wire nuts, wire ties, and gloves.

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, 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 MBWWTP 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 thirty (30) days (unless the Vendor is prevented from continuing for reasons beyond its control);

WRD 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.

WRD shall have the right to terminate the Contract after giving a thirty (30) day written notice to the Vendor.

2.2 DESCRIPTION OF CONTRACTED SERVICES

2.2.1 General

- A. Attach Vendor's Written Safety Plan and include contact information.
- B. The Vendor shall provide all standard tools/incidentals required to complete a job, as well as labor, travel, mileage, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide window replacement, installation, repair, and window tinting described herein, including pick-up and deliver, for the WRD.
- C. The Vendor shall provide the services as scheduled by the City or 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 personnel and equipment when it is needed.
- D. 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. Vendor shall agree to a twenty-four (24) hour response time to respond to routine calls.
- E. Vendor shall perform emergency work when requested by the City. Response to the need for emergency work shall be within four (4) hours of notification. Vendor shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made.
- F. The Vendor shall provide the City with a written estimate, on the City's Estimate Form, including all parts, materials, labor, and shipping costs to complete repairs, on each unit needing repair, prior to beginning work on each job. The estimate shall include a reasonable delivery date for the repairs.

- G. The Vendor shall review the various projects and assignments with City personnel, to determine labor, materials, and equipment needed, and to provide any other planning, sketches, drawings, product research, or other requirements of the work.
- H. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal must be approved by WRD, disposition must be determined by WRD, whether retained, stored, or removed, all equipment is properly stored, and the work area is completely cleaned.

2.2.2 Vendor Services

2.2.2-1 In Field Repairs

- A. The Vendor shall provide a technician, on-site, properly trained in the window repair within 4 hours or less, whenever notified by the City of an emergency need, and within 48 hours for non-emergencies. Most work is anticipated to be non-emergency work. The Vendor shall prepare for the City a written estimate, on the City's Estimate Form, of the cost and a description of the work, prior to repair, or replacement of the window. The City will provide the Vendor with a decision to proceed with the repair or replacement of the unit. Work may begin as soon as a release number is issued by the City.
- B. If the decision of the City is to replace the window, the Vendor shall provide a replacement window at the Vendor's cost plus a percentage mark-up included in the bid.
- C. The Vendor shall be responsible for providing window installation and repair services and window tinting services so as not to void the manufacturer's warranty.

2.2.2-3 Special Work

Out of scope work includes items such as special windows, replacement parts, special window treatments, etc. and will be handled on a case-by-case basis. All out of scope items will be communicated to the City and will not be performed without the City's prior consent

City Supplied Services

The City will provide the following services:

1. Designate a City representative to coordinate each assignment and/or project with Vendor's personnel.
2. Provide access to City facilities for execution of the work.
3. WRD will provide the Time Clock.

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.

4. PAYMENT OF SERVICES

- 4.1. The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.2. Before an order can be placed for routine transactions, City will request an Estimate from Vendor with detailed breakdown. City will require breakdown on its own form. Once City has approved the estimated price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
- 4.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 4.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 4.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

- 4.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.
- 4.7. Markup will be calculated as the following example:
- If the part costs vendor \$100.00,
and the Markup on contract is 10%,
City will reimburse Vendor \$110.00.
- 4.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.
- 4.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 4.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- 4.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

- 4.12. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga

Attn: Accounts Payable Division

101 East 11th Street, Suite 101

Chattanooga, TN 37402

acctspayable@chattanooga.gov

and copy sent to:

Moccasin Bend Wastewater Treatment Plant

455 Moccasin Bend Road

Chattanooga, TN 37405

MBacctspayable@chattanooga.gov

BID FORM

11

Window Technician Labor	_____ /Hour
Window Technician Overtime Labor	_____ /Hour
Window Tinting Technician Labor	_____ /Hour
Window Tinting Technician Overtime Labor	_____ /Hour
Percent Markup for Materials and Specialty Services	_____ /Percent

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)