

Date: March 21, 2019

Requisition No.: 183118

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Bid (RFB) for the City of Chattanooga, Tennessee**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on April 4, 2019*

**Requisition / Bid No.: R183118 / 305422  
Ordering Dept.: Parks Division, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

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**Items Being Purchased: Coolidge Park Interactive Water Feature  
Maintenance**

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**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\*  
2:00 P.M., EST on April 4, 2019**

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**The City of Chattanooga reserves the right to reject any and/or all proposals,  
waive any informality in the proposals received, and to accept any proposal  
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.**

**The City's Standard Terms and Conditions may be found on website:  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>**

**Note: ALL BIDS MUST BE SIGNED**

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Phone/Toll Free No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Company Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 04-APR-19 at 2:00 PM

**BID NUMBER:** 305422

**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 / Bid No.: 183118 / 305422  
 Ordering Dept.: Parks Division, Public Works Department  
 Buyer: Mark McKeel  
 Phone No.: 423-643-7236

Items Being Purchased: Coolidge Park Interactive Fountain Water Feature Maintenance

ATTACHMENTS:  
 1. Specifications & Bid Form (5 pages)  
 2. Affirmative Action Plan (2 pages)  
 3. Iran Divestment Act Disclosure (1 page)  
 4. No Contact / No Advocacy Notice (1 page)  
 City of Chattanooga (COC) Terms and Conditions posted on Website  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>  
 If you can't download call buyer for a copy.

This Shall Be A Twelve (12) Month Blanket Contract To Supply Maintenance Services for the Coolidge Park Interactive Fountain Water Feature, Parks Division.

The Contract Term May Be Renewed For An Additional Two (2) 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 Into Any Successive Term As Provided Herein.

QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.

\*\*\* BID MUST BE RECEIVED NO LATER THAN \*\*\*  
 \*\*\* 2:00 PM EST ON APRIL 4, 2019 \*\*\*

PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305422) ON OUTSIDE PACKAGING

PLEASE DO NOT EMAIL BIDS!!!

\*\*\*\* Vendor Shall Hold Prices Firm for First (1st) Year of Contract \*\*\*\*

Price Escalation Clause:  
 If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.

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 acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

Any manufacturer;s names, trade names, brand names, or catalog numbers used in the

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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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.

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.

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

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

eMail Address \_\_\_\_\_

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

Estimated Delivery \_\_\_\_\_

Minority-Owned Business \_\_\_\_\_ Small Business \_\_\_\_\_ Veteran \_\_\_\_\_

Minority Woman-Owned Business \_\_\_\_\_ Disabled Veteran \_\_\_\_\_

Woman-Owned Business \_\_\_\_\_

\*\*\*\* ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION \*\*\*\*

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



## Coolidge Park Interactive Fountain Water Feature Maintenance

### Water Feature Maintenance Plan

The following PM schedule is preliminary and may be adjusted to insure a clean and healthy aquatic environment for our guests. The main focus of this plan is to provide good water quality and to sustain reliable operation of the overall system and related equipment. Slight adjustments to this plan may occur in order to improve efficiency, and the overall upkeep of the system. The operating season for the Coolidge Park Interactive Fountain water feature is to be from May 1<sup>st</sup> through September 30<sup>th</sup>.

Normal in season daily operating hours shall be from 9AM – 9PM.

*NOTE: Contractor shall abide to all Federal, State, and local laws, regulations, and standards related to Permitted Confined Space Entry. Documentation and entry permits must be provided upon request by City*

#### PM-01 Spring Start Up, April 15 – May 1

- Inspect hatch operation and lubricate hinge and lock assemblies
- Check exhaust fan operation. Lubricate and adjust as needed
- Clean out pit and wipe down piping and equipment
- Inspect piping, valves and equipment for needed repairs
- Clean and inspect filtration components
- Remove all debris from the reservoir and outer rings and pressure wash all surfaces
- Check operation of manual and automatic make up water supplies
- Check/clean and tighten electrical connections
- May 1 – open make up valve to fill system with water
- Lubricate motor and pump bearings if required
- Cycle pump on/off until the system is at full capacity
- Check motor amps
- Upon completion of filling process, add the required chemical treatment and place in full operation
- Inspect nozzles

PM-02 In Season Daily 7AM & 2PM, May 1 – September 30

- Perform water quality checks- at least 2 per day; Maintain chlorine and pH levels to standards
- Inspect the reservoir water level, flow and remove debris as needed
- Clean and inspect filtration components
- Check exhaust fan operation
- Clean display pump basket strainer every 72 hours
- Backwash sand filter (once daily)
- Add chlorine tablets and other chemicals as needed; Maintain total alkalinity to proper standard
- Check breakers at electrical panel and report tripped circuits
- Clean filter pump basket strainer, daily
- Check sump pump for proper operation, on each entrance
- Visually inspect nozzles and fountain performance

PM-03 In Season Weekly, May 1 – September 30

- Perform a thorough cleaning of the entire system; brush, vacuum, and netting debris.
- Perform partial water change if needed
- Check program and make changes as needed; change water monthly
- Clean outer basins & reservoir monthly

PM-04 Fall Shut Down, October 1

- Check exhaust fan operation. Lubricate and adjust as needed
- Shut down the system and lock out the power to the equipment leaving sump pumps in operation
- Drain all of the water out of the reservoirs
- Clean out all debris and wash down all surfaces
- Winterize animal water system
- Clean out the pit
- Compile a list of repairs that will need to be completed prior to the next operating season.

PM-05 Off Season, October 15 – April 14

- Monthly Inspect pits and equipment
- Other duties:
  - painting of equipment and piping
  - minor repairs

### **Services included within this service agreement**

- Materials, tools and labor to complete the above written preventive maintenance procedures PM-01 through PM-05.
- Minor repairs include labor and up to \$5,000 in parts annually.
- Expenditure records will be maintained and reported to the Director of Parks Maintenance on a quarterly basis or upon request.
- Sand filter media changes, per the filter specifications. Frequency to be determined by media sampling and testing.
- Cleaning and painting of metal surfaces

### **Services managed that are reimbursable**

#### **Minor Repairs**

- Once the \$5,000 annual allowance is met, all approved repairs shall be reimbursable for the remainder of the annual service period.

#### **Major Repairs**

- Major repairs are those items that are outside of the written preventive maintenance procedures PM-01 through PM-05, and are not a part of the minor repairs allowance. Expenditures associated with major repairs shall be reimbursable.
- At the close of each operating season the service provider shall present a list of proposed capital repairs and improvements that are recommended for completion prior to the next operating season. This list is to be submitted to city by November 15th of each year.

#### **Reimbursement Procedures**

- Contractor shall notify the Director of Parks Maintenance whenever a major repair is needed with an estimated cost for the repair and a timeline for when the repairs will be completed.
- A representative of Parks Maintenance will contact Contractor with a Release number after major repairs are approved, and schedule the work.
- Upon completion of the work, an expense report, along with labor and equipment time sheets, as well as materials receipts shall be issued to the Director of Parks Maintenance with the invoice for the Major Repair.

**Services not included within this service agreement**

- Daily cleaning of the surrounding grounds and surfaces
- Lighting maintenance or repair
- Daily leaf and debris removal during the off season when the systems are shut down
- Maintenance or repair of the physical structures within the water features such as; waterproofing, landscaping, physical damage to concrete or other structures, damage from graffiti or other vandalism.
- Liability associated with equipment, and grounds that are the property of the City of Chattanooga

## Bid Form

Line	UOM	Price
Monthly Maintenance Billing	Each	\$

## 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 the 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 the 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 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 paragraphs 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 the Contractor and/or Subcontractor shall be a breach of this contract.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(Date)

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/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

No Contact/No Advocacy

Notice Receipt

City of Chattanooga  
Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

\_\_\_\_\_ (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_

\_\_\_\_\_ (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # \_\_\_\_\_, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Printed Name:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_