

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 21-JUN-18 at 2:00 PM

BID NUMBER: 305147

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition No: 171332
 Ordering Dept: Department of Youth and Family Development
 Buyer: William Tucker
 Fax: 423-643-7244
 Email: wtucker@chattanooga.gov

Items Being Purchased: Temporary Employment for Summer Recreational Programs

ATTACHMENTS: Instructions to Bidders (1 page)
 Specifications (6 pages)
 Bid Form (1 page)

INFORMAL BID: Your Bid may be faxed or emailed to the Purchasing Office.

The City of Chattanooga Standard Terms and Conditions are incorporated herein by reference, and are available for review on the City's website at <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>. If you cannot access the document online, contact the Purchasing Office for a copy.

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. By submission of a Bid, the bidder acknowledges having reviewed the Standard Terms and Conditions, and agrees to be bound by such terms.

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.

Vendor Contact Information:

Vendor Name _____

Contact Person _____

Tel.: _____

Fax: _____

Email: _____

Mailing Address: _____

City, State, Zip: _____

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: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

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101 East 11th Street, Suite G13
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Position name: Sports Temp/ Umpire		Dollar	_____	_____
2	Position name: Swim Instructor		Dollar	_____	_____
3	Position name: Lifeguard		Dollar	_____	_____

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.

Instructions to Bidders
Requisition 171332
Bid Solicitation B305147
Temporary Employment
for
Summer Recreation Programs

(1) Bid documents should be submitted, in duplicate, to the following address:

Purchasing Office, Suite G-13
City Hall
101 East 11th Street
Chattanooga, TN 37401

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

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

(4) Tennessee law prohibits municipalities from contracting with business entities which engage in investment activities in Iran. A list of such prohibited entities can be viewed at

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12106_Iran_Divestment_Act_updated_7.7.17.pdf

A form entitled "Bidder Disclosure and Acknowledgement" is attached, which asks the Bidder to affirm that it is not on the list of prohibited entities. This form should be completed and submitted with your Bid.

(5) A Form titled "No Contact/No Advocacy" is attached, regarding contact with City representatives during the evaluation of Bids. Bidders are required to submit this completed Form with their Bids.

(6) A Bid Form is attached. Please submit your prices on this form. Prices should be stated as an hourly rate.

**TEMPORARY EMPLOYMENT SERVICES
BID SOLICITATION SPECIFICATIONS**

SCOPE OF WORK

The Bidder shall provide the following temporary employment service staff:

Position name: Sport Temp/ Umpire

Quantity of Position Staff During Period: 15

City Department: Youth and Family Development

General Department Office Hours: Hours will vary; majority between 2-10 pm. The total maximum number of hours per week, per Staff member, will be **36**.

Responsibilities/Services to be performed: Assist with programming around sports and referee/umpire games

Qualifications: experience with sports preferred; must have knowledge of the rules

Projected Time Period Needed: June, July, August - 2018 (Estimated 10 Weeks)

Position name: Swim Instructor

Quantity of Position Staff During Period: 1

City Department: Youth and Family Development

General Department Office Hours: Hours will vary; majority between 10-6 pm. The total maximum number of hours per week, per Staff member, will be **40**.

Responsibilities/Services to be performed: swim instructor at YFD pools

Qualifications: lifeguard certified or able to get certification by date of performance

Projected Time Period Needed: June, July, August - 2018 (Estimated 10 Weeks)

Position name: Lifeguard

Quantity of Position Staff During Period: 9

City Department: Youth and Family Development

General Department Office Hours: Hours will vary; majority between 10-6 pm. The total maximum number of hours per week, per Staff member, will be **40**.

Responsibilities/Services to be performed: lifeguard at YFD pools

Qualifications: lifeguard certified or able to get certification by date of performance

Projected Time Period Needed: June, July, August - 2018 (Estimated 10 Weeks)

Bidder 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 and prior approval. Bidder shall agree to a two (2) hour response time to respond to the requesting Department.

Qualifications

Bidder agrees to utilize only experienced, qualified and responsible temporary workers in the performance of the work.

The City of Chattanooga may require the bidder to remove from the job temporary workers who endanger persons or property or whose continued employment under this contract is inconsistent with the interests of the City of Chattanooga.

All temporary workers must be approved by City of Chattanooga Human Resources

Department. If the City of Chattanooga determines that the temporary worker does not meet the qualifications of the position, the City of Chattanooga reserves the right to discontinue the temporary assignment.

Absences

Bidder shall provide a properly qualified temporary worker as soon as possible for any temporary worker who has reported absent at the beginning of the shift, if communicated by the City of Chattanooga.

Dismissals

The City of Chattanooga reserves the right to refuse/dismiss any temporary worker, at any time, with or without notice.

Assignments and Scheduling

All temporary workers shall be on-site at the time requested and in proper attire for the work assignment. If temporary workers do not show up on time and/or in appropriate attire, the City of Chattanooga reserves the right to request different temporary workers or to cancel the placement.

Bidder must allow for flexibility in regards to the hours within which temporary workers can be required to work.

Maximum length of temporary worker assignments must not exceed nine (9) months.

Bidder must be able to provide temporary workers on an emergency basis, when specified. Bidder shall agree to a two (2) hour response time to respond to emergency calls. Bidder shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made.

Background and Screening Services

Prior to being placed with the City of Chattanooga, all temporary workers shall undergo a background screening provided by the bidder that is appropriate for the position they will occupy (i.e., safety sensitive, child sensitive, etc.).

All background checks completed by the bidder must be comparable to those completed by The City of Chattanooga Human Resources Department.

All temporary workers must have a background check for convictions and warrants subject to both a County and National search.

Bidder must submit all temporary worker background information to the City of Chattanooga Human Resources Department before temporary worker start date.

The screening includes eligibility to work in the United States and verification of their work history and criminal background check. Temporary workers also must undergo a 10-panel urine drug test and breath alcohol testing.

The bidder must notify the City of Chattanooga of any confirmed felony convictions (within 10 years) associated with the temporary worker prior to providing temporary leased workers.

Drug Testing

All temporary workers must have passed a recent 10-panel drug and breath alcohol screening (within one year of placement at the City of Chattanooga). The bidder will pay for these tests.

DMV Check

If driving is a requirement of a position, the City of Chattanooga will require a Department of Motor Vehicle check before the temporary worker begins work. The cost of this service shall be incurred by the bidder. A copy of the DMV report may be required.

Job Placement Assurance

The bidder shall provide the appropriate contact person, phone numbers, and email address which the City of Chattanooga can call to make requests.

The bidder shall assure a suitable placement to a job order within a reasonable timeframe.

Courtesy and Cordiality Towards All Others

Temporary workers shall be respectful of all people with whom they interact, including the City of Chattanooga employees and customers. The City of Chattanooga reserves the right to reject any temporary workers that do not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

Interviews

Depending on the length or type of assignment, resumes and interviews may be requested. The City of Chattanooga reserves the right to reject any temporary workers for any reason.

Refusal

The City of Chattanooga has the right at any time to refuse or determine unacceptable, any temporary workers assigned by the bidder. Once refused, temporary workers shall be immediately removed and prompt arrangements made for a substitute replacement.

Independent Status

Nothing contained in this solicitation, and related award, shall be construed to create a relationship of employer and employee, principal and agent, or coventurers between the City of Chattanooga and the bidder, between the City of Chattanooga and any bidder staff/independent contractor, or between the bidder and any City of Chattanooga employee.

Bidder Responsibilities

- A. Provide competent workers with the qualifications specified for each job placement.
- B. Provide replacement workers within a timely fashion after receipt of call when the City of Chattanooga determines that a temporary worker is not acceptable. The City of Chattanooga reserves the right to reject or to have replaced any temporary workers judged deficient by the ordering department/division or Human Resources.

- C. Ensure that temporary workers assigned are in good health, proper physical condition and free from the influence of altering drugs, medicine, and alcohol.
- D. Ensure that all temporary workers in a manual labor position can fulfill the physical requirements of the job. This includes, but is not limited to, lifting requirements and the use of certain hand or power tools. If temporary workers are unable to use certain tools or vehicles due to workers compensation liability to the temporary service, the City of Chattanooga will be informed before the temporary worker is placed.
- E. Ensure all temporary workers report to work at the specified facility at the scheduled time and in the proper attire.
- F. Understand that each temporary worker shall receive one 30-minute lunch break per six-hour shift in accordance with Tennessee state regulations. This is unpaid and the supervisor determines the timing of the break.
- G. Understand that once assigned, the temporary workers shall complete the full assignment unless the City of Chattanooga releases the temporary worker.
- H. Proactively and continuously communicate the status and all related aspects of the Independent Status of bidder's provided staff member, to each staff member. Understand that any level of expectation of continued placement with the City of Chattanooga will be assumed to directly affect the performance efficiency of said the awarded vendor's performance.
- I. Understand that assigned temporary workers will work the requested daily work hours for the time periods specified.
- J. Understand that the "Hourly Rate Billed to City of Chattanooga" will be straight time up to forty-hours. The straight time rate shall be increased by a factor of 1.5 for each hour worked, during a single workweek, in excess of forty hours (overtime), provided the using/ordering department authorized such excess hours.
- K. Understand that the City of Chattanooga will not pay for holiday hours or for hours that the company closes due to inclement weather or company-wide meetings.
- L. Understand the bidder is solely responsible for the provision of and payment for all worker's compensation claims. The City of Chattanooga does not and will not assume any liability for any Worker's Compensation claims, injuries or other claims that a temporary worker may file. Such claims shall be the sole responsibility of the contractor.
- M. Bidder must provide the City of Chattanooga Human Resources Department with a list of all temporary workers assigned to the City according to department and purchase order. An updated list must be submitted once every quarter (four per year).

Timesheets

Bidder shall provide with each invoice employee timesheets showing time worked on the City job assignment. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime rate. The City will only pay overtime rates for hours worked specific to City projects, in excess of 40 hours during a work week, by an individual employee. Time sheets shall include all work performed, hours of work, dates of performance, and position title.

Subcontractors

The bidder shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

GENERAL TERMS

Any contract resulting from this Request for Quote will be subject to the City of Chattanooga's Standard Terms and Conditions.

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Any exceptions to said Terms and Conditions must be submitted with Quote response. Bidders shall state in writing any exceptions to or deviations from the terms of this Request for Quote and the Standard Terms and Conditions.

City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional proposals at its sole discretion.

The City specifically directs that any communication concerning this Quote be made exclusively with the Purchasing Division Buyer until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

PAYMENT OF SERVICES

1. The City will make payment according to the City's policies and procedures.
2. Once the award is in place, the bidder(s) will not perform work until a purchase order is in place for each job. As purchase orders authorize work and obligate payment, if a bidder performs work without a purchase order in place, the City of Chattanooga does not have a legal obligation to pay for the work.
3. Invoices
 - a. Accurate and complete Invoices, with all backup documentation, shall be submitted to:

- City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

With Copy to:

- Human Resources Department,
101 E. 11th Street, Suite 201
Chattanooga, TN 37402

- b. Bidder's Invoice must list a valid Email Address for billing questions and inquiries.
- c. Bidder's Invoice Date must minimally be the date that the Invoice is submitted to the City. The Invoice Date must not precede submission date, the Ship Date or Service Date.
- d. Invoice descriptions on transaction lines must match the Purchase Order's transaction line items, and reference the corresponding transaction line number. The bidder shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- e. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee that placed the order.
- f. Bidder will be responsible for collecting signatures from the City's designated project contact when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request.
 - i. The POD must contain an itemized list of goods and/or services.
 - ii. Including copy of POD with Invoice is encouraged, for prompt payment.
- g. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.
- h. Any bidder invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
- i. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that it is replacing.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
bidder 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:

[http://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 1.24.17.docx](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_1.24.17.docx)

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: _____

TEMPORARY EMPLOYMENT
SUMMER RECREATIONAL PROGRAMS

BID FORM

The undersigned bidder hereby represents that the proposed temporary employee candidates meet the qualifications for employment stated in the solicitation. Upon request, the bidder will provide documentation of such qualifications.

UMPIRE: Bid Amount: The undersigned bidder proposes to perform the required services for an hourly rate of \$ _____ per man/hour.

SWIM INSTRUCTOR: Bid Amount: The undersigned bidder proposes to perform the required services for an hourly rate of \$ _____ per man/hour.

LIFEGUARD: Bid Amount: The undersigned bidder proposes to perform the required services for an hourly rate of \$ _____ per man/hour.

Signed by _____ . Date _____ .