

Date: August 7, 2018

Requisition No.: 161903

**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 August 28, 2018*

**Requisition / Bid No.: R161903 / 304923**

**Ordering Dept.: Mobile Communications Division**

**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: HVAC Service for Radio Shop Locations in  
Knoxville, TN Area**

\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\***

**2:00 P.M., EST on August 28, 2018**

\*\*\*\*\*

**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:

28-AUG-18 at 2:00 PM

BID NUMBER: 304923

## 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:

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

| Item  | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| <p>Requisition / Bid No.: 161903 / 304923<br/>Ordering Dept.: Mobile Communications Division, Chattanooga Fire Department<br/>Buyer: Mark McKeel<br/>Phone No.: 423-643-7236</p> <p>Items Being Purchased: HVAC Service for Radio Shop Knoxville Area Tower Sites</p> <p>ATTACHMENTS:<br/>1. Specifications &amp; Bid Form (12 pages) ** Very Important to Read **<br/>2. Affirmative Action Plan (2 pages)<br/>3. Insurance Requirements (2 pages)<br/>4. Iran Divestment Act Disclosure (1 page)<br/>5. No Contact / No Advocacy Notice (1 page)<br/>City of Chattanooga (COC) Terms and Conditions posted on Website<br/><a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a><br/>If you can't download call buyer for a copy.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply HVAC Services at the Radio Shop Knoxville Area Tower Sites.</p> <p>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.</p> <p>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>Price Escalation Clause:<br/>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.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN ***<br/>*** 2:00 PM EST ON AUGUST 28, 2018 ***</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304923) ON OUTSIDE PACKAGING</p> <p>NOTE:<br/>ALL BIDS MUST BE SIGNED<br/>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>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</p> |            |          |      |            |       |

# BID SOLICITATION



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

| Item  | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| <p>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>**** NOTE ****<br/>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>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p> |            |          |      |            |       |

## 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: \_\_\_\_\_

# BID SOLICITATION



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

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

| Item | Class-Item   | Quantity | Unit | Unit Price | Total |
|------|--|----------|------|------------|-------|
| 1    | HVAC Services- Radio Shop- Knoxville (per Specification; Bid Form is on page 12) | 50000    | Each | _____      | _____ |

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TERMS OF PAYMENT: \_\_\_\_\_

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

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

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

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

***SPECIFICATIONS FOR BLANKET CONTRACT***

***TO SUPPLY***

***HEATING, VENTILATION & AIR CONDITIONING (HVAC) SERVICES, REPAIRS,  
EQUIPMENT, AND INSTALLATION***

***FOR THE***

***Mobile Communications Division***

***Chattanooga Fire Department***

***May 2018***

**1.0 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for City Wide Heating, Ventilation & Air Conditioning (HVAC) services, repairs, equipment, and Installation on an as-needed basis, for the City of Chattanooga.

Services to be provided by the Vendor may include any or all labor, equipment, tools, parts, materials, and supplies required to repair, replace, remove stoppages, and install existing and new HVAC systems as required. This includes the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications.

Vendor shall list all areas of HVAC, which Vendor will not provide services for. The services shall additionally include, but not be limited to:

- Expediting services
- Regular service calls
- Emergency service calls

Repair, replacement, stoppage removal and installation services provided by the Vendor shall comply with and conform to all applicable Federal, State, and local regulations, laws and codes.

Any questions or comments related to the services described in these specifications may be directed to Mark McKeel, Buyer, City of Chattanooga, Purchasing Division, Phone 423-643-7236.

**1.1 BASIS OF BIDDING**

The Vendor shall submit two (2) copies of bid documents utilizing the City's Standard Bid Form and attached list of items for bid.

The *installation cost* shall include any and all costs for equipment accessories, standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

The *labor cost* per hour shall be for the service and repairs to existing Heating, Ventilation & Air Conditioning (HVAC) equipment and shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

The bid shall be awarded on the basis of the unit costs as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code. No travel or mileage costs will be paid by the City.

***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.***

## **1.2 SUBMITTALS**

### **1.2.1 Bid Bond**

Not Required

### **1.2.2 Performance Bond**

None Required.

### **1.2.3 Qualifications**

The Vendor shall submit a brief company history of providing services similar to those specified herein, including a list of personnel that will be performing work under this contract.

## **1.3 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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

## **1.4 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 firm rates for the first year of the Contract.

The City and Vendor shall have the option of mutually extending the Contract for two (2) additional one (1) year periods.

## **1.5 INSURANCE**

The Vendor shall, prior to the award of the Contract, furnish proof and maintain in force insurance requirements at the minimum limits specified in the attachment "Requirements for Insurance Coverage." Where applicable, the City shall be listed as additional insured.

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.

**1.6 REGULAR SERVICE CALLS**

Service requests made to Vendor prior to 12:00 P.M. shall be responded to within four (4) hours after the City's notification to Vendor.

**1.7 EMERGENCY SERVICE CALLS**

Vendor shall respond to emergency calls twenty-four (24) hours per day, seven (7) days per week throughout the duration of the contract. Vendor shall respond to Emergency service requests within one (1) hour of notification to Vendor.

**1.8 WARRANTY/GUARANTEE**

All work provided by any Vendor pursuant to any contract that ensues from this bid shall be warranted or guaranteed by that Vendor for a period of time of not less than one (1) year following the completion of the work. Vendor shall warrant any services or related materials that are found to be defective or faulty due to imperfect and/or bad workmanship and/or materials shall be replaced promptly at no additional cost to the City.

Any and all manufacturer's warranties for equipment, parts and accessories installed as a part of the work shall be fully transferred and assigned in full force to the City at the end of the Vendor's warranty period.

**1.9 CONTRACTORS EMPLOYEES**

The Vendor shall ensure that personnel are knowledgeable of all the requirements of these specifications. The Vendor shall be responsible for instructing his employees in safety measures considered appropriate. Tennessee OSHA safety requirements shall be complied within all activities under this award.

**1.10 SITE CONTROL**

Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.

The Vendor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The Vendor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the Vendor's workers are not present. The Vendor is responsible for protecting the work from damage from any source prior to final acceptance.

**1.11 WORK SCHEDULE**

The Vendor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.

Vendor shall complete non-emergency work in a timely manner and shall notify the City of expected delays if deadlines cannot be met.

### **1.12 CLEAN UP**

The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials, supplies, debris and rubbish requiring disposal are removed, all equipment is properly stored, and the work area is completely cleaned and left in a clean, acceptable condition.

## **2.0 SERVICES AND OTHER REQUIREMENTS**

### **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.

The Vendor's personnel shall comply with all City facilities' 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 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 after giving a thirty-day (30) written notice to the Vendor for the above, but not limited to the reasons listed above.



## **2.2 MINIMUM PROPOSER REQUIREMENTS**

The Vendor shall be a full time, commercial HVAC contractor. Vendors not meeting this requirement will not be considered. For the purposes of this bid, the City will not consider general contractors as meeting this minimum requirement.

The Vendor shall possess and maintain a valid State of Tennessee mechanical contractor's License, and appropriate specialty contractor's license(s).

The Vendor shall provide evidence of his existence in the HVAC business for a minimum of three (3) years.

The Vendor shall provide references from at least five (5) commercial facilities and/or municipalities for which work has been completed in the past 12 months. References shall be indicated with the BID FORM.

## **2.3 CONTRACT PRICING**

Cost shall include all materials, equipment and labor for standard application.

Vendor shall provide rates for:

- a. Regular Time work rates
- b. Standard Overtime work rates
- c. Holiday Time work rates
- d. Weekend Time work rates

Overtime work shall be performed only upon the City's request. The Vendor will be compensated at a rate of 1.5 times the quoted hourly rate.

Supplies and materials shall be provided to the City at the Vendor's published catalog rate, less a percentage discount. The discount shall be indicated on the BID FORM.

The following shall apply to all hourly rate pricing:

- a. Regular Time is defined as the City of Chattanooga's normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday.
- b. Overtime work shall be performed only upon the City's request by the City's representative or their designee.
- c. Holiday work shall be performed only upon the City's request. Holidays that qualify for Holiday Time work rate billing are as follows:
  1. New Year's Day
  2. Labor Day
  3. Independence Day
  4. Memorial Day
  5. Thanksgiving Day
  6. Christmas Day

All hourly rates quoted must include any and all overhead, profit, travel and all administrative costs. Trip charges are not permitted under this contract.

The Vendor may be required to have the hours worked certified by City of Chattanooga personnel at the job site.

## **2.4 WORK AUTHORIZATION**

For work which exceeds one thousand dollars (\$1,000), the Vendor shall be required to visit the potential job site and shall furnish to the City, a written quote for the full scope of services requested which shall include a scope of work, bill of materials, fixed price, and time required for completion at no additional charge to the City.

The quotation shall be provided within" three (3) business days" of the original request, and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Vendor's invoice shall not exceed the quoted amount unless previously authorized by the City representative or their designee.

## **2.5 DESCRIPTION OF CONTRACTED SERVICES**

### **2.5.1 Scope of Responsibilities of Vendor**

- a. The Vendor shall provide the services as scheduled by the City or on an "as needed" basis as requested by the City.
- b. Vendor shall not assign or subcontract any work covered by this Agreement without the consent of the City.
- c. Services provided by the Vendor shall include as specified, any or all labor, equipment, tools, parts, materials, and supplies required to repair, replace, remove stoppages, and install existing and new HVAC systems as required and shall include the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications.
- d. Vendor shall perform all work covered by this Agreement in accordance with current Federal, State, and Local regulations.
- e. Vendor shall maintain current licensing, if applicable, with the City.
- f. Vendor shall enact standard lock-out/tag-out procedures during any and all maintenance work inside of units or near open electrical wiring including heating elements, in proximity to normally rotating or oscillating parts such as fans, and inside of units containing ultraviolet or electrostatic filters.
- g. Proper management of the refrigerants present in HVAC equipment in accordance with EPA requirements is an absolute requirement of the contract and it is the Vendor's responsibility to maintain and account for refrigerant charge. If, during an annual leak test or at any other time, it becomes necessary to add refrigerant to replenish a unit's charge or to transfer refrigerant in the process of effecting repairs to the equipment, the Vendor shall immediately locate and repair any and all leaks and to furnish the City with documentation of the event. Documentation shall include at minimum an accounting of the type and quantity of charge lost as well as a description of the measures taken to assure the future integrity of the system.
- h. The Vendor shall furnish to the City's representative SDS documentation for all products and chemicals utilized in the performance of the contract.
- i. Vendor shall provide all services as per the terms of this bid, the bid specifications, and the resultant contract. The Vendor shall perform its obligations and functions in accordance with the requirements and standards contained herein and in a professional and businesslike manner; further, Vendor shall perform its activities so as not to annoy, disturb, endanger, or unreasonably interfere with or delay the operations or activities of any building occupants, tenants, or employees of the City of Chattanooga.
- j. Vendor shall provide itemized billing for each invoice including: Date of Invoice, indication of City department or employee for which service was performed, basic description of service, total labor cost, total parts and materials cost, work order

number, and overall total costs including costs for miscellaneous items such as equipment rentals or fuel charges.

- k. Vendor shall provide to the City items not listed under this contract at a cost plus vendor's markup. Invoice to the City must include material invoice and show invoice total and markup as separate items.
- l. The Vendor shall be responsible for the storage and security of all HVAC materials and supplies at all times and until installed and approved by the City representative.
- m. Vendor shall estimate all projects as local jobs only and shall NOT charge mileage or travel time for labor or equipment to or from the jobsite.

#### **2.5.2 Scope of Responsibilities of City**

- a. City shall typically order work covered by this Agreement from the Vendor unless it is necessary to order such work from another contracting firm in order to best serve public interest.
- b. City shall reserve the right at its own discretion to solicit competitive pricing for certain similar services or products when deemed necessary by the City to ensure that the best interest of the public is being served.
- c. City shall furnish tax exemption information as required by the Vendor.
- d. City shall communicate to the Vendor at the time of request if certain deadlines must be met.
- e. City shall reserve the right to reject unsatisfactory work and/or materials.
- f. City shall verify the status of the Vendor's licensing with the City prior to entering into an agreement.
- g. The City will designate a City representative to coordinate each assignment and/or project with Vendor's personnel
- h. Access to HVAC equipment, mechanical, and electrical rooms during normal business hours shall be coordinated in advance with a City maintenance representative for execution of the work.

### **3.0 CONTRACT STARTING DATE**

The Contract for the full services shall begin immediately on the effective date of the award of the Contract.

**4.0     PAYMENT OF SERVICES**

Payment shall be made in accordance with City procedures. Invoices should be sent to the following address:

City of Chattanooga  
Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
[acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

And a copy of the invoice sent to the requesting department, such as:

City of Chattanooga  
Radio Shop  
3420 Amnicola Hwy.  
Chattanooga, TN 37406  
[abenjamin@chattanooga.gov](mailto:abenjamin@chattanooga.gov)

## **ATTACHMENT A**

### **General Specifications for Typical Scopes of Service**

#### **GENERAL SERVICE CATEGORIES AND STANDARD SCOPE OF WORK**

For the purposes of this contract the responsibilities for maintenance of equipment have been broken into the following general categories and shall be requested by the City on an AS NEEDED basis only:

- a. Preventative Maintenance work;
- b. Annual Maintenance work;
- c. Hourly Maintenance, Repairs, and Installation;
- d. Emergency Maintenance and Repairs.

#### **PREVENTATIVE MAINTENANCE WORK (IF REQUESTED):**

Airside Equipment and Waterside Equipment shall be addressed as part of preventive maintenance. The Vendor's responsibility for each item includes inspection, assessment, adjustment, and repair or replacement as needed to maintain equipment in good working order. Justify deficiencies and the steps taken to correct them.

If requested, the Vendor may provide regular Periodic inspection, maintenance, and repair services for City departments and facilities. Vendor may include in the work quoted regular periodic inspection, maintenance, and repair services according to the following schedule:

- a. All airside equipment (air handling units, fan coil and blower coil units, exhaust, return, and relief fans, unit heaters, and energy recovery units) shall be serviced a minimum of three (3) times a year (in August, December, and April)

#### **Preventative Maintenance tasks – Airside Equipment**

The specific preventive maintenance tasks enumerated below pertain to regular preventive maintenance tasks on airside equipment including air handling units, fan coil and blower coil units, exhaust, return, and relief fans, unit heaters, and energy recovery units. In general, the Vendor shall be responsible for the proper operation of the equipment and all associated components from the load side of the associated disconnect to the discharge of the unit excluding controls and controlled specialties such as automatic valves and dampers.

The Vendor is expected to perform exactly those tasks applicable to each unit. For example, filter changes and coil inspection are required for air handlers, but not for exhaust fans, while drive train maintenance is necessary for both. The Vendor shall furnish all labor, parts, tools, and materials necessary to the performance the tasks.

Work shall be performed in a manner that maintains the integrity of any existing equipment warranties. The Vendor shall turn over to the City any and all warranty documentation pertaining to newly installed replacement equipment or parts.

For Preventative Maintenance work requested on Airside Equipment the following tasks shall be performed:

- a. **Verify the general condition and function of each unit;**
- b. **Spring isolators (floor mounted or suspended):**  
Verify that isolators have sufficient range of motion in all planes, are secured properly, and have no visible defects;
- c. **Motor mounts:**  
Verify that motor mounts are properly secured;
- d. **Motors:**  
Verify motor's proper operation. Furnish the City with nameplate as well as operating volts and amps;

Replacement motors shall be in-kind according to equipment manufacturer's specifications for that unit;

**e. Motor starters:**

Inspect contacts for signs of wear or heat associated defects;

Clean contacts with a solvent recommended by the equipment manufacturer. Do not sand or file or use other mechanical means to clean;

Verify operation;

**f. Unit enclosure and structural integrity:**

Verify that the air handling unit shell – including outer and inner casing, doors, seams, transitions, and all penetrations – is free from leaks and in good physical condition;

Identify and justify structural or envelope deficiencies

**g. Insulation/sound lining:**

Inspect unit interior for insulation/sound lining integrity. Repair or replace any torn, separated, delaminated, or otherwise damaged sections;

**h. Condensate pans:**

Inspect air handling unit condensate pans for integrity and report all deficiencies to City for action;

Verify the operation of all drains, pumps, and overflow prevention devices (e.g., auxiliary pans and float switches) as applicable;

**i. Flexible duct connectors:**

Verify that flexible connectors are intact with no air leaks, are securely attached to the associated air handler and ductwork, and are properly aligned;

**j. Fan integrity:**

Verify that fans and blowers are free from mechanical defects and debris;

Verify the function and working condition of associated shafts and bearings;

Verify grease line connections and lubrication;

Inform the City of excessive fan vibration;

**k. Drive train:**

Verify the integrity of all belts and sheaves. Sheaves with physical defects that may affect performance (including cracks, nicks, wear, and glazing) shall be replaced in kind;

Verify alignment of sheaves to assure that belt runs are straight and true;

Replace damaged, worn, glazed, or broken belts, and verify proper tension;

If changes other than one for one belt replacement are to be performed, verify fan operating speed both before and after repairs. Provide documentation to City;

**l. Air filters:**

Air Filters shall be replaced with new filters at each service visit – or a minimum of every (4) months.

Replacement filters shall be 40% efficiency, pleated, disposable devices, sized for one-for-one replacement of existing filters;

**m. Heating and cooling water coils:**

All heating and cooling coils shall be inspected and cleaned properly and maintained in prime condition. Existing deficiencies shall be justified.

Inspect coils, associated piping, connections, and valves for leaks;

Note the condition of coil fins and report significant deficiencies to the City;

Verify that coils are free from debris;

Disassemble and thoroughly clean associated strainers as needed; Repair or replace damaged or missing insulation;

Identify and immediately report to City any and all deficiencies related to coils or associated piping and specialties that have the potential to cause water damage to City property or structures;

**n. Electrically powered heating elements:**

Verify the proper operation of electrically powered heating elements including the operation of all associated components (circuit breakers, switches, etc.) that affect heater operation;  
Verify that the air path (including any filters, grilles, and the fan itself) is clear of debris;

**o. Readouts and gages:**

Verify the function of all existing analog and digital monitors and sensors associated with all equipment. Replace or repair any such sensors found to be damaged or out of calibration.  
Verify functionality and calibrate new sensors;

**Preventative Maintenance tasks – Waterside Equipment**

The specific maintenance tasks enumerated below pertain to regular preventive maintenance tasks on waterside equipment. In general, the Vendor is responsible for the proper operation of the entire unit from the load side of the disconnect to the discharge of the unit, and from the associated strainers to the fluid discharge point.

The Vendor is expected to perform exactly those tasks applicable to each unit. For example, while all chillers require the Vendor to verify refrigerant level, not all chillers require checks on oil level.

For preventive maintenance work requested on waterside equipment the following tasks shall be performed:

**a. Verify the general condition and function of each unit;**

**b. Air cooled and water cooled chillers:**

Verify general condition and function;  
Verify control panel function including all ancillary functions (such as logging, diagnostics, etc.) as applicable;  
Verify proper operation of all safety and protection mechanisms;  
Verify proper operation of flow switch;  
Adjust operating controls as necessary;  
Disassemble and thoroughly clean associated strainers as needed; Repair or replaced insulation against condensation and/or excessive energy loss;  
Verify that all monitors are functional and calibrated;  
Verify that all gages, readouts, and other state indicators are fully functional and calibrated;  
Verify proper refrigerant level;  
Verify proper oil level, condition, and operating temperature;  
Verify that oil filters are clean and free from obstruction;  
Verify proper operation of the lubrication system;  
Verify proper operation of the crankcase heater and thermostat calibration;  
Verify proper operation of the motor, motor starter, and all associated devices including relays and controls;  
Document motor voltage and current at full load;  
Verify proper operation of condenser fans;  
Verify that the condenser fan air path is clean and clear of debris.  
Furnish City with an operating log as well as documentation of chiller and chiller motor condition, deficiencies, and actions taken to correct deficiencies.

## **BID FORM**

### **SECTION I: HVAC PREVENTIVE MAINTENANCE TASKS**

**Airside Equipment:** (Air Handling Units, Fan Coil Units, Exhaust, Return, and Relief Fans, Unit Heaters, and Energy Recovery Units) All Preventive Maintenance tasks listed in **Attachment A** under "Preventive Maintenance tasks - Airside Equipment" shall be completed at EACH service.

|                                   |       |             |
|-----------------------------------|-------|-------------|
| AHUs rated 10,000 cfm and less    | _____ | Per Service |
| AHUs rated 25,000 cfm and greater | _____ | Per Service |
| RTU and Splits 10 ton and less    | _____ | Per Service |
| RTU and Splits 11 ton to 29 ton   | _____ | Per Service |
| RTU and Splits 30 ton and greater | _____ | Per Service |

**Waterside Equipment:** (Liquid Chillers, Cooling Towers, Boilers, Pumps, and Ancillary Equipment) All Preventive Maintenance tasks listed in **Attachment A** under "Preventive Maintenance tasks - Waterside Equipment" shall be completed at EACH service. All tasks under "Annual Maintenance tasks – Waterside Equipment" shall be completed one time per year as an "Annual Service".

|  |       |                    |
|--|-------|--------------------|
| Chillers rated 10 ton and less                   | _____ | Per Service        |
| Chillers rated 10 ton and less                   | _____ | Per Annual Service |
| Scroll Chillers rated 11 ton to 99 ton           | _____ | Per Service        |
| Scroll Chillers rated 11 ton to 99 ton           | _____ | Per Annual Service |
| Screw Chillers rated 100 to 199 ton              | _____ | Per Service        |
| Screw Chillers rated 100 to 199 ton              | _____ | Per Annual Service |
| Centrifugal Chillers Rated 200 ton and greater   | _____ | Per Service        |
| Centrifugal Chillers Rated 200 ton and greater   | _____ | Per Annual Service |
| Cooling Towers (Counterflow)                     | _____ | Per Service        |
| Cooling Towers (Counterflow)                     | _____ | Per Annual Service |
| Boilers (Hot Water Heating) 500k Btu and less    | _____ | Per Service        |
| Boilers (Hot Water Heating) 500k Btu and less    | _____ | Per Annual Service |
| Boilers (Hot Water Heating) 501k Btu and greater | _____ | Per Service        |
| Boilers (Hot Water Heating) 501k Btu and greater | _____ | Per Annual Service |

### **SECTION II: HVAC HOURLY RATES**

The Vendor shall complete the form below identifying the rates at which for the term of the contract, the City may be billed for normal HVAC services, installation, and repair work. Please provide a single hourly rate for regular time, overtime, holiday, and weekend time as well as a percentage markup for materials. **Please bid all items in this section. Failure to do so may disqualify bid.**

|  |       |          |
|--|-------|----------|
| Technician, Regular Time Labor Rate      | _____ | per hour |
| Helper, Regular Time Labor Rate          | _____ | per hour |
| Technician, Standard Overtime Labor Rate | _____ | per hour |
| Helper, Standard Overtime Labor Rate     | _____ | per hour |
| Technician, Holiday Time Labor Rate      | _____ | per hour |
| Helper, Holiday Time Labor Rate          | _____ | per hour |
| Technician, Weekend Time Labor Rate      | _____ | per hour |
| Helper, Weekend Time Labor Rate          | _____ | per hour |

### **SECTION III: HVAC EQUIPMENT AND MATERIAL MARKUP OVER COST**

|   |       |   |
|---|-------|---|
| Percentage Markup for Equipment and Materials | _____ | % |
|---|-------|---|



## 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)

## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of Insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and Certificates of Insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all States in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

|                 |   |
|-----------------|---|
| Bodily Injury   | \$ 500,000 each person<br>\$1,000,000 each occurrence |
| Property Damage | \$ 250,000 each occurrence<br>\$ 500,000 aggregate    |

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damages whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

|                 |  |
|-----------------|--|
| Bodily Injury   | \$ 250,000 each person<br>\$ 500,000 each occurrence |
| Property Damage | \$ 100,000 each occurrence                           |

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: \_\_\_\_\_