

Date: March 17, 2020

Requisition No.: 196267

**PURCHASING DEPARTMENT
101 EAST 11TH 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 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on March 31, 2020*

**Requisition / Bid No.: R196267 / 305845
Ordering Dept.: City Wide Services Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

**Items Being Purchased: Outdoor Power Equipment Small Engine
Maintenance & Repair**

*****REQUEST FOR BIDS MUST BE RECEIVED***
2:00 P.M., EST on March 31, 2020**

*****PRE-BID CONFERENCE WILL BE CONDUCTED***
10:00 A.M., EST on March 24, 2020**

**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:

31-MAR-20 at 2:00 PM

BID NUMBER: 305845

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 / Bid No.: 196267 / 305845
 Ordering Dept.: City Wide Services Division, Public Works
 Buyer: Mark McKeel
 Phone No.: 423-643-7236

Items Being Purchased: Outdoor Power Equipment Small Engine Maintenance & Repair

ATTACHMENTS:

1. Specifications (9 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.

NOTE: A Pre-Bid Conference will be held March 24, 2020 at 10:00 AM, at the Purchasing Department Conference Room, 101 East 11th Street, Suite 13, Chattanooga, TN 37402. Attendance at the Pre-Bid is Preferred.

This Shall Be A Twelve (12) Month Blanket Contract To Supply Outdoor Power Equipment Small Engine Maintenance & Repair for City Wide Services Division, Public Works for various Departments.

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.

**** 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.

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 MARCH 31, 2020 ***

*** PLEASE DO NOT EMAIL BIDS ***

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.

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 31-MAR-20 at 2:00 PM

BID NUMBER: 305845

BUYER:
PHONE #: (423) 643-7230
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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>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE **** 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

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: _____

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 31-MAR-20 at 2:00 PM

BID NUMBER: 305845

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
1	Labor/Hour	275	Hour	_____	_____
2	Labor/Hour - Overtime	100	Hour	_____	_____
3	Pickup and Delivery	50	Each	_____	_____
4	_____ % Markup Parts and Materials	20000	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
OUTDOOR POWER EQUIPMENT
SMALL ENGINE
MAINTENANCE CONTRACT
City of Chattanooga, DPW**

1. General

1.1 Scope of Work

The scope of work covered by these specifications includes the supply of labor and parts for repairs and maintenance of Outdoor Power Equipment owned by the City of Chattanooga's Department of Public Works, as described herein. Outdoor Power Equipment includes, but is not limited to, commercial and diesel zero turn mowers, stand-on mowers, utility vehicles, chainsaws, concrete saws, blowers, string trimmers, pole trimmers, pole saws, and any other outdoor equipment that is mutually agreed upon.

Any questions or comments related to the services described in these Specifications may be directed to the City Purchasing Department.

1.2 Length of Contract

The length of contract shall be for a period of twelve (12) months, with an option to renew for two (2) additional twelve (12) month periods by mutual agreement between the Vendor and the City.

1.3 Qualifications of Repair Service Providers

- Services provided shall be performed by qualified and trained service personnel that are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.
- The Service Company shall be an authorized parts/service center for the following list of equipment suppliers: Stihl, Husqvarna, Honda, Echo, Billy Goat, RedMax, Subaru, Briggs & Stratton, Kawasaki, Kohler, Exmark, DR Trimmer, Grasshopper, Scag, Toro, Ferris, Altoz, and Generac.

1.4 Instructions to Bidders

Bids for this Contract should consist of (1) hourly labor rate for repair and maintenance services described herein, (1) hourly overtime labor rate for each repair and maintenance services, (1) percentage markup on materials and parts, and (1) service fee for pickup and delivery of equipment at select City locations. The prices shall include all lodging, tools, overhead, and any and all other related expenses.

1.5 General Conditions

Bidders shall submit (2) copies of bids, including:

- a. Completed bid proposal form. The Bid shall include the cost per hour for hourly labor rate for repair and maintenance services described herein, hourly overtime labor rate for each repair and maintenance services, percentage markup on materials and parts, and service fee for pickup and delivery of equipment at select City locations. The costs per labor hour shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs. Specialty equipment, materials, and services required for the work but not described herein will be invoiced by the CONTRACTOR at cost plus a percent markup.

Preference will be given to local businesses.

The City of Chattanooga reserves the right to reject any 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.

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that have been made a part of this solicitation, and are posted on the website <http://chattanooga.gov/purchasing/standard-terms-and-conditions>

1.6 Warranty

The Vendor shall warrant and guarantee the work performed for a period of ninety (90) days following delivery of the work to the City. The work shall be guaranteed and warranted against defective workmanship and materials.

If City has any problems with the work performed within the ninety (90) day period after the work has been done, there will be no charge applied if the Vendor is called back to the Property.

If City has any problems with the work performed within the ninety (90) day period after the work has been done, there will be no charge applied if the Vendor is called back to the Property.

However, if, when Vendor returns, the Vendor identifies a problem that is not related to the work previously carried out, the Vendor will advise City of the cost estimate for labor and any replacement parts or components necessary to rectify the matter. Subject to City signed authorization, the Vendor will then fix the problem and City will be charged for the time it takes for the Vendor to rectify the matter and for the cost of any necessary parts or components.

The CONTRACTOR is expected to perform all work in a competent and professional manner. Any damage to the assigned property, either direct or indirect, resulting from the CONTRACTOR or his employees must be repaired fully and completely at the cost to the CONTRACTOR, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages not repaired or not repaired in a workmanlike manner.

1.7 Requirements for Insurance Coverage:

The CONTRACTOR shall provide proof of insurance and bonding requirements at the time of the bid.

The insurance shall remain in force at all times during this contract.

1.8 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, Department of Public Works, and Parks Division work rules and regulations when on site.

Proof of current licenses may be requested prior to awarding contract.

1.9 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.

1.10 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. Fail 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);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

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

2. Maintenance Services.

The Service Company shall provide scheduled preventive maintenance during regular business hours with the schedule to be based on the specific needs of the Equipment as determined by the Chattanooga Department of Public Works. In addition, the Service Company shall provide unscheduled remedial maintenance (“on-call service”) as and when needed. Prior to work beginning on any equipment, the Contractor shall provide a cost estimate (including labor hours and materials), as well as lead time for repairs or maintenance. Both scheduled and unscheduled services maintenance shall include the following as deemed necessary by Service Company.

Regular services included in contract price:

Preventative Maintenance/Servicing

Repair of non-working or damaged equipment

Additional repairs, parts, and other services as mutually agreed upon.

3. Excluded Services

Unless authorized in writing by the Chattanooga Department of Public Works, the Service Company shall not be required to make any product design modifications that could affect the safety of the equipment.

If the services described in this provision are authorized by the Chattanooga Department of Public Works, and if the Service Company agrees to perform them, all liability will be the responsibility of the Chattanooga Department of Public Works.

4. Working Hours

- (a) The services required of the Service Company under this Contract, including emergency service, shall be performed during the regular working hours of its regular working days, consisting of 8:00am to 5:00pm EST, 5 days per week, except as provided in (b) immediately below.
- (b) If the Chattanooga Department of Public Works requests that the Service Company perform any of its services at times other than during its regular working hours, then for the services performed outside the regular working hours (“overtime hours”).

5. Execution

5.1 Record of Repairs

The Vendor shall provide a record of all repairs and services made during each work period. A copy of this record shall be given to a designated representative of the Department of Public Works within one week after the work is completed.

5.2 Initiation of Work

Work shall begin within thirty (30) days after receipt of the City's purchase order for this Contract. Work shall be performed on an as-needed basis.

5.3 Payment of Services

5.3.1. The City will make payment to the Vendor according to the City's normal policies and procedures.

5.3.2. 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.

5.3.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

5.3.4. 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.

5.3.5. 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.

5.3.6. 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.

5.3.7. 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.

5.3.8. 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.

5.3.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

5.3.10. 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.

5.3.11. 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.

5.3.12. 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 copies sent to:

parksap@chattanooga.gov
pwews-payables@chattanooga.gov

Bid List

Line	Price
Labor / Hour	\$
Overtime Labor / Hour	\$
Pickup and Delivery	\$
% Markup Parts 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.

(Signature of Contractor)

(Title and Name of Construction Company)

(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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga

Purchasing Division

For Submission with Quote 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: _____