

Date: March 20, 2019

Requisition No.: 182653

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on April 3, 2019*

**Requisition / Bid No.: R182653 / 305420**

**Ordering Dept.: Waste Resource Division, Public Works**

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

\*\*\*\*\*

**Items Being Purchased: Mechanical Equipment Services**

\*\*\*\*\*

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

**2:00 P.M., EST on April 3, 2019**

\*\*\*\*\*

**The City of Chattanooga reserves the right to reject any and/or all proposals,  
waive any informalities 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:**  
 03-APR-19 at 2:00 PM

**BID NUMBER: 305420**

**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.

V  
E  
N  
D  
O  
R

RFQ

M  
A  
I  
L  
T  
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 182653 / 305420 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Mechanical Equipment Services					
ATTACHMENTS: 1. Specifications & Bid Form (11 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 <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Mechanical Services for Waste Resource Division.					
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON APRIL 3, 2019 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305420) ON OUTSIDE PACKAGING					
PLEASE DO NOT EMAIL BIDS.					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					
Any manufacturer;s names, trade names, brand names, or catalog numbers used in the					

# BID SOLICITATION



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

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

**BID NUMBER: 305420**

**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.

V  
E  
N  
D  
O  
R

RFQ

M  
A  
I  
L  
I  
N  
G

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
------	------------	----------	------	------------	-------

specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

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

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

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

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

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

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

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

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

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 03-APR-19 at 2:00 PM  
**BID NUMBER: 305420**

**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.

V  
E  
N  
D  
O  
R

RFQ

M  
A  
I  
L  
T  
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Millwright	20000	Hour	_____	_____
2	Millwright - Overtime	173	Hour	_____	_____
3	Millwright Foreman	49	Hour	_____	_____
4	Millwright Foreman - Overtime	10	Hour	_____	_____
5	Millwright Apprentice, First Year	10	Hour	_____	_____
6	Millwright Apprentice, First Year - Overtime	10	Hour	_____	_____
7	Millwright Apprentice, Second Year	10	Hour	_____	_____
8	Millwright Apprentice, Second Year - Overtime	10	Hour	_____	_____
9	Millwright Apprentice, Third Year	10	Hour	_____	_____
10	Millwright Apprentice, Third Year - Overtime	10	Hour	_____	_____

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

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

**BID NUMBER: 305420**

**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.

V  
E  
N  
D  
O  
R

RFQ

M  
A  
I  
L  
T  
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Pipe Fitter, General Foreman	7500	Hour	_____	_____
12	Pipe Fitter, General Foreman - Overtime	30	Hour	_____	_____
13	Pipe Fitter, Foreman	300	Hour	_____	_____
14	Pipe Fitter, Foreman - Overtime	10	Hour	_____	_____
15	Pipe Fitter, Journeyman	18832	Hour	_____	_____
16	Pipe Fitter, Journeyman - Overtime	175	Hour	_____	_____
17	Pipe Fitter, 3rd Year Apprentice	10	Hour	_____	_____
18	Pipe Fitter, 3rd Year Apprentice - Overtime	58	Hour	_____	_____
19	Pipe Fitter, 4th Year Apprentice	10	Hour	_____	_____
20	Pipe Fitter, 4th Year Apprentice - Overtime	10	Hour	_____	_____

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

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

**BID NUMBER: 305420**

**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.

V  
E  
N  
D  
O  
R

RFQ

M  
A  
I  
L  
T  
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Project Manager	2429	Hour	_____	_____
22	Project Manager - Overtime	68	Hour	_____	_____
23	Parts and Materials Markup by Vendor over Cost	515000	Each	_____	_____
24	Boom Lift - 60 Feet	1122	Hour	_____	_____
25	Forklift - 6000 pound reach	10	Hour	_____	_____
26	Scissors Lift - 26 feet	10	Hour	_____	_____
27	Backhoe	10	Hour	_____	_____
28	Other Vendor-Owned Equipment - List	45662	Each	_____	_____
29	Gas Powered Welding Machine	10	Day	_____	_____

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: \_\_\_\_\_

**SPECIFICATIONS FOR  
ANNUAL REQUIREMENTS CONTRACT  
TO SUPPLY  
MECHANICAL LABOR AND EQUIPMENT SERVICES FOR THE  
MOCCASIN BEND WASTEWATER TREATMENT PLANT  
AND RELATED FACILITIES**

**WASTE RESOURCES DIVISION  
CITY OF CHATTANOOGA, TENNESSEE  
February 2019**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for the provision of mechanical labor services and related materials and equipment on an as-needed basis for the Moccasin Bend Wastewater Treatment Plant (MBWWTP) and related facilities of the Waste Resources Division, including Combined Sewer Overflow Treatment Facilities (CSOTF) Sanitary and Storm Water Pump Stations. The Moccasin Bend Wastewater Treatment Plant (MBWWTP) is located at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

It is the responsibility of each bidder to visit the Moccasin Bend Wastewater Treatment Plant and the related Waste Resources Division facilities to determine the types of process equipment and structures for which these services may be required, the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these mechanical services.

**1.2 BASIS OF BIDDING**

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the labor cost per hour for the various mechanical trades as well as a percent markup on parts and/or materials requested by the City. **Please refer to Appendix A for a list of these items for which costs shall be provided.**

The cost per hour shall include any and all, costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost. The cost per hour shall be for the services of one (1) individual of the stated trade and any and all equipment necessary to perform the work described herein.

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

services of one (1) individual of the stated classification.

The Vendor shall also provide hourly rates for overtime for the various work described herein and as indicated in Appendix A. Emergency work as described in Section 2.2.1.D of these specifications shall be paid for at the stated overtime rate. All work after normal hours will be paid at the overtime rate. No Double Overtime will be allowed. Please include your company's policy on overtime.

The Vendor shall also provide appropriate rates for use of specialized equipment owned by Vendor as listed in Appendix B, where applicable.

The bid shall be awarded on the basis of the unit cost per hour of the mechanical trades as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

***The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the city.***

### **1.3 SUBMITTALS**

#### **1.3.1 Bid Bond**

Not Required

#### **1.3.2 Performance Bond**

None Required.

#### **1.3.3 References and Experience**

##### **A. References**

1. The Vendor shall submit a list of at least three (3) customers for whom the Vendor has performed mechanical labor services during the past three (3) years in an industrial setting similar to the Moccasin Bend Wastewater Treatment Plant and/or related facilities.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

##### **B. Experience**

1. The Vendor shall submit a brief company history of providing the specified services.
2. The Vendor shall provide a brief description of its service facilities and the work performed there.

3. The Vendor shall provide a description of its work force including number of skilled personnel and their length of service with the company.
4. The Vendor shall provide a description of any previous mechanical labor services performed on various equipment at Moccasin Bend Wastewater Treatment Plant or related facilities of the Waste Resources Division.
5. The Vendor shall provide a description of any previous mechanical labor services performed on equipment in a wastewater treatment plant or industrial plant setting.
6. The Vendor shall provide a list of any specialized mechanical work certifications held by personnel such as overhead crane certifications, crane operation certifications, specialized welding certifications, specialized piping certifications (chlorine or other chemical piping), fiberglass work certifications, or specialized work safety certifications and/or experience.

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

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

#### **1.5 LENGTH OF CONTRACT**

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide a firm hourly rate for the first year of the Contract.

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

**1.6 INSURANCE**

The Vendor shall, prior to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Employer's Liability	Statutory \$750,000
Bodily Injury Liability Except Automobile	\$750,000 each occurrence \$1,500,000 aggregate
Property Damage Liability Except Automobile	\$750,000 each occurrence \$750,000 aggregate
Automobile Bodily Injury Liability	\$750,000 each person \$1,500,000 each occurrence
Automobile Property Damage Excess Umbrella Liability	\$750,000 each occurrence \$3,000,000 each occurrence

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

**1.7 WARRANTY**

The Vendor shall warrant and guarantee the work performed for a period of one (1) year following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.

## **2.0 SERVICES AND OTHER REQUIREMENTS**

### **2.1 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 statues, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

#### **2.1.3 *Inspection***

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

#### **2.1.4 *Failure to Provide Services and Termination of Contract***

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of 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 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-day (30) written notice to the Vendor.

## 2.2 DESCRIPTION OF CONTRACTED SERVICES

### 2.2.1 *General*

- A. Attach Vendor's Written Safety Plan and include contact information.
- B. The Vendor shall provide mechanical labor services for the repair, upgrade, replacement, improvement, and/or maintenance of the various process equipment and/or structures at the Moccasin Bend Wastewater Treatment Plant and related Waste Resources Division facilities. The Vendor shall provide all labor, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- C. The Vendor shall provide a detailed job estimate for each job requested and must receive a Release Number prior to beginning any work. WRD may require its Estimate Form or equivalent to be used. The estimate should include the number and type of workers to be used, the estimated time required to complete the job from start to finish and any equipment required to perform the work including operator and rental of special equipment not included in Bid Form. Preparing estimates shall not be billed separately, but accounted for as overhead.
- D. Vendor shall provide with each invoice employee Timesheets showing time worked on the job. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime. Timesheets shall include all work performed, indicating the electrical trade, hours of work, use of specialized equipment, and/or use of approved subcontractors. Vendor employees to clock in and out on WRD provided TimeClock and report to Maintenance Shop. Work Order Numbers to be specified. TimeClock information is for WRD use only. Punching the TimeClock does not waive the requirement for employee Timesheets being attached to invoices. TimeClock reports will not be used to pay invoice.
- E. Vendor's employees must arrive on job site with all vendor supplied tools, Personal Protective Equipment, and consumables, including, but not limited to, HazMat suits, tape, with safety glasses, rain coats, hard hats, and gloves.
- F. At WRD discretion, AVLs may be installed on Vendor's vehicles which are routinely used to perform work under this blanket contract. WRD will pay for all costs involved. If an AVL system is currently being utilized by Vendor, live access could be provided to WRD, in lieu of WRD AVL installation.
- G. Vendor shall send a representative to the Maintenance Meeting held in each Friday in O&C Conference Room. These costs are not to be billed, but accounted for as overhead.
- H. The Vendor shall provide the services on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's personnel and equipment when it is needed.
- I. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction.

- J. Vendor shall perform emergency work when requested by the City. Response to the need for emergency work shall be within four (4) hours of notification. Emergency work will be paid at the overtime rates. Vendor shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made.

### **2.2.2 Vendor Services**

- A. The Vendor shall provide trained mechanical service personnel to perform various tasks requested by the City in accordance with the agreed hourly rates (reference Appendix A). Hourly rate shall include all typical tools and equipment used by mechanical service personnel. Specialized equipment shall be as listed in Appendix B and shall have separate hourly or daily rates (see Paragraph 2.2.2-C below).
- B. The Vendor shall provide the services of a project manager as needed to review the various projects and assignments with City personnel, to determine labor, materials, and equipment needed, and to provide any other planning, sketches, drawings, product research, or other requirements of the work. Hourly rates for the project manager shall also be provided (reference Appendix A).
- C. The Vendor shall provide, as applicable to the various work assignments, available equipment owned by Vendor and listed in Appendix B. Any other equipment NOT listed in Appendix B, or NOT owned by Vendor shall be provided by the City. Hourly or daily rates for use of Vendor's equipment shall be provided.
- D. The Vendor shall provide personnel time sheets for all work performed, indicating the mechanical trade, hours of work, use of specialized equipment, and/or use of approved subcontractors. Upon completion of each project or assignment, vendor shall obtain the signature of the responsible City supervisor on the time sheets, and provide a copy of the signed time sheets to the City supervisor.
- E. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal are removed, all equipment is properly stored, and the work area is completely cleaned. The City supervisor shall review and sign off on the completion of these tasks, giving final approval of the work.

### **2.2.3 City Supplied Services**

The City will provide the following services;

1. Designate a City Supervisor to coordinate each assignment and/or project with Vendor's personnel.
2. Provide specialized equipment such as cranes that are not owned and not listed by Vendor in rate schedule (Appendix B).
3. Provide access to City facilities for execution of the work.

### **3.0 EXECUTION**

#### **3.1 CONTRACT STARTING DATE**

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

#### **4.0 PAYMENT OF SERVICES**

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

4.2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.

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

4.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.

4.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The units of measure used on invoice should match units of measure bid. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

4.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only.

4.7. Markup will be calculated as the following example:

If the part costs vendor \$100.00,  
and the Markup on contract is 10%,  
City will reimburse Vendor \$110.00.

4.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

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

4.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

4.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

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

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

and copy sent to:

Moccasin Bend Wastewater Treatment Plant  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
[MBacctspayable@chattanooga.gov](mailto:MBacctspayable@chattanooga.gov)

**APPENDIX A**

**LABOR RATES**

<u>Mechanical Trade</u>	<u>Quantity</u>	<u>Rate</u>
Millwright	Hour	_____
Millwright - Overtime	Hour	_____
Millwright Foreman	Hour	_____
Millwright Foreman - Overtime	Hour	_____
Millwright Apprentice, First Year	Hour	_____
Millwright Apprentice, First Year - Overtime	Hour	_____
Millwright Apprentice, Second Year	Hour	_____
Millwright Apprentice, Second Year - Overtime	Hour	_____
Millwright Apprentice, Third Year	Hour	_____
Millwright Apprentice, Third Year - Overtime	Hour	_____
Pipe Fitter, General Foreman	Hour	_____
Pipe Fitter, General Foreman - Overtime	Hour	_____
Pipe Fitter, Foreman	Hour	_____
Pipe Fitter, Foreman - Overtime	Hour	_____
Pipe Fitter, Journeyman	Hour	_____
Pipe Fitter, Journeyman – Overtime	Hour	_____
Pipe Fitter, 3 <sup>rd</sup> Year Apprentice	Hour	_____
Pipe Fitter, 3 <sup>rd</sup> Year Apprentice - Overtime	Hour	_____
Pipe Fitter, 4 <sup>th</sup> Year Apprentice	Hour	_____
Pipe Fitter, 4 <sup>th</sup> Year Apprentice - Overtime	Hour	_____
Project Manager	Hour	_____
Project Manager - Overtime	Hour	_____

**PARTS AND MATERIALS MARKUP**

Parts and Materials Markup by Vendor over Cost	Percent	_____
--	---------	-------

**APPENDIX B**

**SPECIALIZED EQUIPMENT OWNED BY VENDOR**

<u>Equipment Description</u>	<u>Unit</u>	<u>Rate (or N/A)</u>
Boom Lift – 60 feet	Hourly	_____
Forklift – 6000 pound reach	Hourly	_____
Scissors Lift – 26 feet	Hourly	_____
Backhoe	Hourly	_____
Gas Powered Welding Machine	Daily	_____

Other Vendor-Owned Equipment – List

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## 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](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: \_\_\_\_\_