

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 03-JUN-20 at 2:00 PM

**BID NUMBER: 305899**

**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  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 198648 Bid No.: 305899 Ordering Dept.: Waste Resources Division, Public Works Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 Email: aberkowitz@chattanooga.gov Items Being Purchased: Weigh Scale Services Deadline for Questions: May 27, 2020 This Shall Be A Twelve (12) Month Blanket Contract To Supply Weigh Scale Services. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. ATTACHMENTS: Specifications (6 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact/No Advocacy Statement (1 pg) 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. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JUNE 3, 2020 *** 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 specifications are for the purpose of describing and establishing general quality levels. Such references ar enot 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.					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>**** NOTE ****                      PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>_____</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.

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

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

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

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

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

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

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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, Emergency Service	5	Hour	_____	_____
2	Labor, Preventative Maintenance	60	Hour	_____	_____
3	Labor, Corrective Maintenance	105	Hour	_____	_____
4	Labor, Quarterly Calibration	40	Hour	_____	_____
5	Labor, Overtime/Holiday Rate	25	Hour	_____	_____
6	_____ % Markup on parts	1	Each	_____	_____

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COMPANY: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 NAME AND TITLE: \_\_\_\_\_

**SPECIFICATIONS  
FOR  
ANNUAL BLANKET CONTRACT  
TO SUPPLY  
WEIGH SCALE SERVICES  
FOR THE WASTE RESOURCES DIVISION  
CITY OF CHATTANOOGA, TENNESSEE  
May 2020**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, fuel, and any other related expenses necessary to provide weigh scale services for the WASTE RESOURCES DIVISION including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

**1.2 BASIS OF BIDDING**

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the cost per hour for labor and equipment and percent markup on materials and specialized outside services not normally performed by the Vendor.

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) operator and any and all equipment necessary to perform the work described herein.

Specialty equipment, materials and services required for the work but not described herein will be invoiced by the Vendor at cost plus a percent mark-up.

The Vendor shall also provide hourly rates for overtime and holiday work for the various work described herein.

The Vendor shall provide an hourly rate for emergency service to repair the scales on short notice (within 2 hours).

Cost of these services shall be subject to all of the requirements of the Specifications.

***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**

The Vendor shall submit a list of three (3) customers for whom the Vendor has performed weigh scale services during the past three (3) years and provided labor and equipment and materials to perform similar services.

The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

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

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the equipment or services specified herein.

### **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 at the Vendor's hourly rate.

### **1.7 WARRANTY**

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

### **2.0 SERVICES AND OTHER REQUIREMENTS**

#### **2.1 GENERAL**

##### **2.1.1 Sole Vendor**

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 of, but not limited to, the USEPA, TDOT, OHSA, 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. The Vendor shall provide all labor, benefits, equipment, fuel, materials and any other related expenses necessary provide the weigh scale services described herein for the Waste Resources Division.
- B. 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 operators and equipment when it is needed.
- C. 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.

### **2.2.2 Vendor Services**

- A. The Vendor shall provide the trained labor required for operating the Vendor- owned and supplied equipment for calibrating the weigh scales in the designated areas. The Vendor shall provide a certification that the scales are weighing correctly. Calibration services shall be performed quarterly. *Pricing shall be provided for this service.*
- B. The Vendor shall provide inspection and routine preventative maintenance services for the weigh scales. *Pricing shall be provided for this service.*
- C. The Vendor shall provide corrective maintenance services for the weigh scales including and repair and replacement of parts including ticketing software and hardware if required. *Pricing shall be provided for this service.*

### **2.2.3 City Supplied Services**

- A. The City owns and operates weigh scales at the following locations:
  - 1. Moccasin Bend WWTP  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
  
Scale Mfg: Cardinal, Model: 6060 SR, 60 Ton, 4 Section Motor Scales;  
Deck: 60' X 10'; and  
Pit: Reinforced concrete 1500 SF
- B. The City will provide the following services;
  - 1. Provide access to the weigh scales.
  - 2. Provide the Vendor with a drawing and a description of the weigh

scales if available.

### **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.

#### **3.2 PAYMENT OF SERVICES**

- a. The City will make payment to the Vendor according to the City's normal policies and procedures.
- b. 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.
- c. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- d. 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.
- e. 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.
- f. 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.
- g. 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.



- h. 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.
- i. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- j. 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.
- k. 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.
- l. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11<sup>th</sup> 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)

## 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. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
  - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
  - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
  6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

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(Signature of Contractor)

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(Title and Name of Company)

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(Date)

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

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) \_\_\_\_\_

(PRINTED NAME) \_\_\_\_\_

(BUSINESS NAME) \_\_\_\_\_

(DATE) \_\_\_\_\_

For more information, please contact the State of Tennessee, Central Procurement Office  
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

**No Contact/No Advocacy Statement**

City of Chattanooga  
Purchasing Division

**For Submission with Sealed RFP, RFQ, Sealed Bid Responses:**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ (agent name), being first duly sworn, deposes and says 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 # \_\_\_\_\_;
  
- (2) \_\_\_\_\_ (agent name) swears or affirms that the Submitter  
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: \_\_\_\_\_