

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 28-MAR-18 at 2:00 PM

BID NUMBER: 305060

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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 Chattanooga, TN 37402

| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| Requisition No.: 166905 Ordering Dept.: Public Works/City Wide Sevices Buyer: Dedra Partridge Phone No.: (423) 643-7237 . Items Being Purchased: Equipment Maintenance and Repair . ATTACHMENTS: Specifications For Equipment Maintenance and Repair Vendor Disclosure and Acknowledgement Form No Contacat/No Advocacy Notice Receipt Affirmative Action Plan Requirements For Insurance Coverage City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. . This Shall Be A Twelve (12) Month Blanket Contract To Supply Equipment Maintenance and Repair. The Contract Term May Be Renewed For Two (2) Additional 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. . PRICE ESCALATION CLAUSE All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract shall be adjusted accordingly. All price increases must be justified by letters from your supplier and approved by the Purchasing Division. . 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 March 28, 2018 ** . 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. | | | | | |

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| <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>_____</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: _____

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|------|--|----------|------|------------|-------|
| 1 | Labor, Mechanic | 600 | Hour | _____ | _____ |
| 2 | Labor, Mechanic Helper | 600 | Hour | _____ | _____ |
| 3 | Labor, Mechanic Overtime | 190 | Hour | _____ | _____ |
| 4 | Labor, Mechanic Helper, Overtime | 190 | Hour | _____ | _____ |
| 5 | Labor, Mechanic Shop Rate | 400 | Hour | _____ | _____ |
| 6 | Labor, Mechanic Helper, Shop Rate | 400 | Hour | _____ | _____ |
| 7 | Mileage To and From Job Site | 300 | Hour | _____ | _____ |
| 8 | Miscellaneous (Repair Parts - 2.5 % Mark-Up) | 8000 | Hour | _____ | _____ |

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SPECIFICATIONS
FOR
EQUIPMENT MAINTENANCE AND REPAIR
City Wide Services Department

GENERAL

The scope of work covered by these specifications include providing labor and equipment involved in the maintenance and repair of the heavy and light equipment fleet for the City Wide Services Department of Public Works. Bidder is to provide one mechanic, one service truck with overhead crane (minimum 6000# capacity), and all necessary tools involved in the major and minor repair of heavy equipment. Bidder shall provide the mechanic's services on a flat rate-per-hour basis not including travel time to and from bidder's shop facility to the location of the repair. Bidder shall also provide an additional rate per hour for a mechanic's helper. The City will guarantee a 4 hour-per-call minimum on the mechanic service. Mechanic shall be on-site not more than 3 hours after call by the City's representative. The need for any services under this contract shall be at the sole discretion of the City of Chattanooga.

INSURANCE

The bidder shall have in force at all time adequate Liability and Worker's Compensation insurance to protect the City of Chattanooga from any claims from damages to equipment, personal property, or bodily injury resulting from the services provided under this contract. Proof of insurance shall be provided with the bid.

QUALIFICATIONS

Qualified bidders shall be limited to factory-authorized, dealer-distributors of Komatsu/Dresser heavy equipment. Bidder shall provide a factory-trained mechanic with a minimum of 5 years experience in the repair of heavy equipment (including heavy equipment used in landfill applications). Experience shall include but not be limited to preventative maintenance, cutting edge replacement as well as major and minor component repair. Bidders shall provide a statement of qualifications with bid. Bidder shall also be able to provide documentation of training and experience of contracted personnel when requested by the City.

JOB CONDITIONS

Bidders are to be advised that contracted personnel are extremely likely to come in contact with a multitude of waste products in the fulfillment of this contract. The City will provide personnel and/or facilities to assist in equipment clean-up prior to repair when practical. However, as with any construction job, minimizing down time is critical and some repairs must be completed regardless of equipment condition or location.

Bidders are advised to provide personnel able to function in adverse working conditions common in the wastewater and landfill environment.

LENGTH OF CONTRACT

The length of the contract shall be for one year with an option to renew for two (2) additional one (1) year periods.

INVOICING

All invoices shall contain the following information:

1. Date work performed.
2. Date work completed.
3. Arrival/Departure time for all on-site repairs.
4. Meter reading of equipment.
5. Equipment number.
6. Make and model numbers
7. Copy of time sheet/work order for all performed work signed by Mechanic and Supervisor; including travel time, mileage and description of work performed.
8. Itemized list of materials & cost.
9. Total labor hours and rate.

PAYMENT

Pay requests shall be submitted every two weeks. Procurement of any necessary repair parts shall be the responsibility of the bidder. Payment will be made according to the normal procedures of the City of Chattanooga.

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 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: _____

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)

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 resulting 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 \$1,000,000 each occurrence |
| Property Damage | \$ 250,000 each occurrence \$ 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 damage 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 \$ 500,000 each occurrence |
| Property Damage | \$ 100,000 each occurrence |