

BID SOLICITATION



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

BID OPENING DATE AND TIME:

07-NOV-17 at 2:00 PM

BID NUMBER: 304906

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 160949 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
DESCRIPTION: This shall be a twelve (12) month blanket contract for Repair of Hydraulic Equipment for the Waste Resources Division. The contract may be renewed for two (2) additional 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 Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****					
ATTACHMENTS: - Specifications - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: http://www.chattanooga.gov/purchasing/standard-terms-and-conditions *****					
*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON NOVEMBER 7, 2017 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304906) ON OUTSIDE PACKAGING *					
ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. *****					
NOTE: 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. 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. *****					
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, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. *****					
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____ Address _____ Phone/Toll-Free No. _____ Fax No. _____ E-Mail Address _____					

SEALED BIDS

V E N D O R	RFQ
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101 East 11th Street, Suite G13
Chattanooga, TN 37402

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.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

BID OPENING DATE AND TIME:

BID NUMBER: 304906

BUYER:

DELIVERY REQUIRED:

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

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

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

SPECIFICATIONS
FOR BLANKET CONTRACT FOR
REPAIR OF HYDRAULIC EQUIPMENT
FOR THE CITY OF CHATTANOOGA
DIVISION OF WASTE RESOURCES

GENERAL

The scope of work covered by these specifications include providing labor and equipment involved in the maintenance and repair of the hydraulic systems and equipment belonging to the City of Chattanooga Division of Waste Resources for 12 months, with an option to renew for 2 (two) additional one (1) year periods. Bidder is to provide competent hydraulic equipment technicians, service trucks, and all necessary tools and materials involved in the major and minor repairs of hydraulic equipment. Typical work would involve repairs of hydraulic cylinders, but is not limited to just cylinder repair. Vendor is responsible for pick-up and delivery of equipment for repair. The costs for travel, pick-up, and delivery shall be figured into the hourly labor rate. Hourly rates do not begin until the equipment is at the shop and breakdown of the equipment begins. For trouble-shooting and repairs at a City location, hourly rates begin when the technician arrives at the site. Pricing shall be based as follows:

1. Labor – per hour
2. Overtime Labor – per hour
3. Repair and Replacement Parts and materials, and unanticipated services (with approval) – Percent Markup

Where repair costs are not justified, new parts may be purchased under this contract at the agreed upon percentage markup over vendor's cost. The Vendor will provide a written quote for the price of the repair on a Moccasin Bend Estimate Form (see Appendix A). At the City's request, the vendor shall provide a price for a new replacement piece of equipment. The City will make the decision on repair or replacement.

Equipment rental shall not be reimbursed directly under this contract; any costs related to equipment rental should be included in the hourly labor rate.

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 times 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 those with a stand alone on site machine shop. Bidder shall provide a factory-trained technician with a minimum of 5 years experience in the repair of hydraulic systems. Experience shall include, but not be limited to, preventative maintenance, cutting edge replacement, as well as major and minor component repair and replacement. 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.

Most work shall be non emergency, but response time for emergencies shall be two hours.

JOB CONDITIONS

Bidders are to be advised that contracted personnel are 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 environment.

Bidders are advised that time is of the essence on this contract for the delivery of service and parts. Any quoted delivery or lead time shall be honored or delivered on time. Failure to deliver service or parts in the quoted time frame may result in the cancellation of the contract.

Work cannot be subcontracted out to a third party without the prior written approval of the City.

WARRANTY REQUIREMENTS

Warrant all equipment, materials, products, and workmanship provided for a period of 12 months.

LENGTH OF CONTRACT

Contract time shall be one (1) year with the option to renew for two (2) additional one (1) year periods.

PAYMENT

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

No partial Invoices, except for equipment purchases over \$10,000 or jobs lasting over 45 days, will be accepted.

Before an order can be placed for routine transactions, City will request an Estimate from Vendor with detailed breakdown on the Moccasin Bend Estimate 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.

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

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.

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.

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") or Service Ticket upon request. The POD/Service Ticket must contain an itemized list of goods and/or services. The POD/Service Ticket 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/Service Ticket with Invoice is encouraged.

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 Mark-up for items purchased on the percent Mark-up line, is for mark-up of items only. No Mark-up is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Mark-up.

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

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.

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.

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 copy sent to:

Moccasin Bend Wastewater Treatment Plant
455 Moccasin Bend Road
Chattanooga, TN 37405
MBacctspayable@chattanooga.gov

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/entitles/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

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 that 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 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 all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, 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.

(Signature of Contractor)

(Title and Name of Company)

(Date)