

Date: January 24, 2018

Requisition No.: 164881

**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 February 16, 2015*

**Requisition / Bid No.: R164881 / 305001  
Ordering Dept.: Facilities Management, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

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**Items Being Purchased: Elevator, Escalator & Lift Maintenance**

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

**2:00 P.M., EST on February 7, 2018**

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**\*\*\*PRE-BID CONFERENCE WILL BE CONDUCTED\*\*\***

**10:00 A.M. EST on January 31, 2018**

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**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:**  
 07-FEB-18 at 2:00 PM  
**BID NUMBER:** 305001

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 164881 / 305001 Ordering Dept.: Facilities Management, Public Works Buyer: Mark McKeel Phone No. 423-643-7236: . Items Being Purchased: Elevator, Escalator & Lift Maintenance (City Wide) . ATTACHMENTS: Specifications (10 pages), Exhibit "A"; Service Locations with Addresses (1 page), Exhibit "B"; Bid Document (1 page), Affirmative Action Plan (2 pages), Insurance Requirements (2 pages), Iran Divestment Act Disclosure (1 page) . This Shall Be A Twelve (12) Month Blanket Contract To Supply the City of Chattanooga with Elevator, Escalator & Lift Maintenance, City Wide. . 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 MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. . *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON FEBRUARY 7, 2018 *** . 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. . 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					

# BID SOLICITATION



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**BID NUMBER: 305001**

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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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**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
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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:**  
 07-FEB-18 at 2:00 PM

**BID NUMBER:** 305001

**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
1	Elevator, Escalator & Lift Maintenance; See Exhibit "B" are Bid Lines, Exhibit "A" is list of locations with addresses	1	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 Elevator, Escalator and Lift Maintenance

## City of Chattanooga

The City of Chattanooga (**Owner**) is looking for a **Contractor** to perform Complete Maintenance to all vertical, ascending, and descending moving transportation equipment located at the listed City of Chattanooga locations noted in **Exhibit "A"** (Elevators, Escalators, Lifts and Other Equipment not listed)..

### 1. Service Center

The **Contractor's** Local Service Center will be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. Response to such service request shall be within one (1) hour. In the unlikely event of an entrapment, **Contractor** will immediately dispatch a technician and a highest priority response will be given to resolve the emergency. If the unit is equipped with remote monitoring capabilities, the **Contractor** reserves the right to utilize this functionality and the telephone line for the unit to collect data related to the use and operation of the **Owner's** equipment.

### 2. Hours of Service

All work covered under this Contract unless otherwise specified is to be performed during the hours of 8 a.m. to 4:30 p.m., Monday through Friday, City of Chattanooga recognized holidays excluded, which for purposes of this Contract is defined as "regular working hours". Work outside "regular working hours" shall be deemed to be "overtime hours" if the **Owner** requests that service be done on "overtime hours"; but if the work outside "regular working hours" is for the convenience of the **Contractor**, then the services shall be billed at the "regular working hours" rate.

### 3. Service Requests (Callbacks)

This Contract covers minor adjustment service requests during the regular and overtime working hours, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond **Contractor's** control. Service requests do not include work that requires more than one technician or more than two hours to complete.

- a. **All Facilities** must have signed legible **Work Orders** presented to the Facilities Manager or designee at the time of each visit. Documentation will allow for process of payment on each service when standard billing is sent. No payment will be made without proper documentation.

#### 4. Price Adjustments

The contract price will only be adjusted annually each year after the initial first year from implementation of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

- a. **Labor** - 100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance and other union contributions) paid to **Contractor's** hourly employees in the locality the equipment is maintained. If **Contractor's** employees are paid on a salaried basis, the **Contractor** shall provide an equivalent hourly rate for those employees. It is understood; however, that only the services of employees who actually work on **Owner's** equipment are to be charged and that all overhead expenses and management oversight is to be included within said hourly rate.
- b. **Contractor** shall include their current hourly labor rate, fringe benefits hourly costs and other identified charges that constitute the labor and overhead hourly rated charged and make any annual price adjustments in accordance with the terms and conditions.
- c. **Contractor** rates as charges to the **Owner**:

Regular per Hour Labor Rate	\$
Overtime per Hour Labor Rate	\$
Benefits per Hour Rate	\$
Other (Explanation Required) per Hour Rate	\$
Replacement Parts;	Cost + _____ %

- d. Annual increase shall be capped at three (3%) percent. **Contractor** must inform Purchasing at option renewal as to any price increase on Labor.
- e. Should any unit of equipment be upgraded and improved to reduce service time and obligation, the effective unit service cost shall be re-adjusted to reflect the reduction of service required. The service cost shall be compared to a similar unit and shall be priced accordingly.

- f. In addition, at the expiration of any existing service contract on certain equipment, the subject equipment will be incorporated into this service contract and billing adjustments shall be made at this time. Furthermore, any new equipment, after the expiration of its warranty, shall be incorporated into this contract.

## 5. Performance

**Contractor** will check in with the Facilities Management Supervisor monthly and systematically examine, maintain, clean, adjust and lubricate the equipment in accordance with the equipment manufacturer's specifications or as required by the State of Tennessee. A minimum of one (1) hour of maintenance shall be required per following schedule:

- Elevator & Escalator – Monthly
- Chain Hoists – Quarterly
- Wheelchair Lifts – Quarterly

under this contract, excluding units on time and material. Should **Contractor** find any deficiency with the equipment, approval (if chargeable) by **Owner** is required before any replacement of the equipment is performed. In addition, unless specifically excluded elsewhere, **Contractor** will repair or replace the following if the repair or replacement is, in **Contractor's** judgment, necessitated by normal wear and tear:

### a. Hydraulic Elevators

#### 1. Relay Logic Hydraulic Elevator System Components

- a. **Control System** – Control, Selector, Dispatcher, Relay Panel, Relays, Timers, Resistors, Transformers and Motor Starter.

#### 2. Microprocessor Hydraulic Elevator System Components

- a. **Control System** – Controller Cabinet, Machine Room Connection Board, LCE CPU Board, Safety Relay Assembly, Hydraulic Level Shifter Board, Power Supply, Transformers, Contactor Panels, Bypass Switches, Relays, Fuses, Motor Starters and Accessories.

**Contractor's** Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

- b. **Power Unit** – Enclosure, Pump, Motor, Power Transmission Elements between the Pump and Motor, Valves, Strainers, Mufflers, Gaskets and all other Accessories.
- c. **Hydraulic System Accessories** – Exposed Piping, Fittings, Jack Packing and Accessories, such as Vibration Dampeners and Silencers between the Pumping Unit and the Jack Unit. Hydraulic Fluid, Heating or Cooling Elements, Insulation and Accessories installed by the Elevator Equipment Manufacturer for Controlling of Temperature.
- d. **Car Equipment** – Car Panel Connect Board, Car Operating Board, Car Top Inspection Station, Floor Leveling Unit Assembly, Switch Tree Assembly and Floor Controllers.
- e. **Electrical** – Electrical Wiring, Conduit, Ducts and Traveling Cables from the Elevator Equipment to the Machine Room Mainline Disconnect Switch, and Hoistway Outlets.
- f. **Hoistway and Pit Equipment** – Landing and Slowdown Switches, Limits and Car Buffers.
- g. **Rails and Guides** – Guide Rails, Guide Shoe Gibs and Rollers. Guide Rails will be properly lubricated, except where roller guides are used.
- h. **Door Equipment** – Automatic Door Operators, Hoistway and Car Door Hangers, Hoistway and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Door Gibs and Auxiliary Door Closing Devices.
- i. **Power Freight Door Equipment** – Controller, Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Solid State Components, Door Motors, Chains, Retiring Cams, Interlocks , Limit Switches, Guide Shoes, Sheaves, Rollers, Sprockets and Tensioning Devices.
- j. **Manual Freight Door Equipment** – Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Chains, Retiring Cams, Interlocks, Limit Switches, Guide Shoes, Sheaves, Rollers, Sprockets, Tensioning Devices and Counter-Balancing Equipment.
- k. **Signals and Accessories** – Car Operating Panels, Hall Push Button Stations, Hall Lanterns, Emergency Lighting, Car and Hall Position Indicators, Lobby Control Panels, Fireman's Service Equipment and all other signal and accessory facilities furnished and installed as an integral part of the Elevator Equipment.

3. **Regular inspection and re-lamping of Signal Fixtures shall be included in the Contractor's systematic examinations. Service requests related to re-lamping of signal fixtures outside of these regularly scheduled service times will be considered billable.**
  - a. **Housekeeping** – **Owner** and **Contractor** have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
  - b. **Lubricants** – **Contractor** will use lubricants compounded under OEM's specifications or equal.

## **b. Traction Elevators**

### **1. Relay Logic Traction Elevator System Components**

- a. **Control System** – Control, Selector, Dispatcher, Relay Panel, Relays, Timers, Resistors, Transformers and Motor Starter.

### **2. Microprocessor Traction Elevator System Components**

- a. **Control System** – **Contractor's** Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.
- b. **Geared / Gearless Machines** – Worms, Gears, Thrusts, Bearings, Rotating Elements, Brake Magnet Coils, Brushes, Brake Shoes, Linings, Pins, Deflector, Secondary and Other Sheaves, Bearings and Assemblies.
- c. **Electrical** – Electrical Wiring, Conduit, Ducts, and Traveling Cables from the Elevator Equipment to the Machine Room Mainline Disconnect Switch, and Hoistway Outlets.
- d. **Hoistway and Pit Equipment** – Landing and Slowdown Switches, Limits, Car and Counterweight Buffers, Over-speed Governors, Governor Tension Sheave Assemblies and Car Counterweight Safeties.
- e. **Rails and Guides** – Guide Rails, Guide Shoe Gibs and Rollers. Guide Rails will be properly lubricated, except where roller guides are used.

- f. **Hoist Ropes** – Hoist Ropes will be properly lubricated and adjusted for equalized tension. In addition, **Contractor** will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety.
  - g. **Door Equipment** - Automatic Door Operators, Hoistway and Car Door Hangers, Hoistway and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Door Gibs and Auxiliary Door Closing Devices.
  - h. **Power Freight Door Equipment** - Controller, Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Solid State Components, Door Motors, Chains, Retiring Cams, Interlocks, Limit Switches, Guide Shoes, Sheaves, Rollers, Sprockets and Tensioning Devices.
  - i. **Manual Freight Door Equipment** - Relays, Contactors, Rectifiers, Timers, Resistors, Micro Switches, Chains, Retiring Cams, Interlocks, Limit Switches, Guide Shoes, Sheaves, Rollers, Sprockets, Tensioning Devices and Counter-Balancing Equipment.
  - j. **Signals and Accessories** - Car Operating Panels, Hall Push Button Stations, Hall Lanterns, Emergency Lighting, Car and Hall Position Indicators, Lobby Control Panels, Fireman's Service Equipment and all other Signal and Accessory facilities furnished and installed as an integral part of the Elevator Equipment.
3. **Regular inspection and re-lamping of Signal Fixtures shall be included in the Contractor's systematic examinations. Service requests related to re-lamping of signal fixtures outside of these regularly scheduled service times will be considered billable.**
- a. **Housekeeping** – **Owner** and **Contractor** have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
  - b. **Lubricants** - **Contractor** will use lubricants compounded under OEM's specifications or equal.

## 6. Escalators

Adjust passenger handrails to match stairwell speed, clean all drives and gears, inspect and test emergency stop buttons; inspect all comb plates and remove debris to prevent damage; relays, contactors, rectifiers, timers, resistors, micro switches, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets, and tensioning devices. Guide rails, guide shoe gibs, and rollers. Guide rails will be properly lubricated, except where roller guides are used. Controllers, motor starters, dispatcher and relay panels, contacts, transformers, solid state components, isolation transformers, dynamic braking resistors and armature filters.

## 7. Tests

**Contractor** will perform the following tests on the equipment as required by the State of Tennessee and the City of Chattanooga:

- a. **Hydraulic Elevator** – A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.
- b. **Traction Elevator & Escalators** – An annual no load test as required by the A.M.S.E. A-17.1 code.
- c. A fire (5) year full load test a required by the A.S.M.E. A-17-1 code. **Contractor** is not responsible for damages, either to the elevator/escalator equipment or to the building, or for any personal injury or death, arising from or resulting from this test.
- d. A certified copy of the test results will be given to the **Owner** within ten (10) days of completion delivered to the notice address listed in Exhibit "C".

## 8. General

**Contractor** shall not be obliged to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, except when required by Federal, state, Municipal, A.M.S.E. codes, or other governmental or non-governmental authorities.

- a. **Contractor** will maintain the equipment performance and its components to the operating condition at the effective date of this Contract. **Contractor** shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in the Contract. **Contractor** shall not be obligated to make equipment adjustments to achieve CODE required Escalator Step/Skirt Performance Index or loaded gap values.

- b. **Contractor** shall not be obligated to make changes or adjustments required by new or retroactive code changes. **Contractor** will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of the Contract.
- c. **Contractor** will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. **Contractor** shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.
- d. **Contractor** shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the **Owner's** expense.

## 9. Owner Assurances

- b. **Authorized Personnel** - **Owner** agrees to furnish the **Contractor** with a list of authorized personnel responsible for facilities operations.
- c. **Wiring Diagrams** - **Owner** agrees to provide **Contractor** with a complete set of "as built" wiring diagrams should they be available. Should such diagrams not be available, **Contractor** shall provide the **Owner** with such plans and diagrams and this material shall be the property of the **Owner**.
- d. **Notification** - In the event that the equipment is not functioning properly, **Owner** agrees to shut down equipment and notify **Contractor** for repair.
- e. **Owner** agrees to notify **Contractor** in the event of any injury or accident in or about the equipment included in the Contract. Verbal notification must be provided immediately and written notification must be provided within seven (7) days.
- f. **Operation** - **Owner** shall at all times be solely liable for the proper use of the equipment. **Owner** agrees to post any and all instructions and warnings to passengers related to the use of the equipment. **Owner** shall not permit anyone other than **Contractor** to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the Contract unless **Contractor** is unable to perform necessary repair for such equipment to be operational and usable by the **Owner** within forty-eight

(48) hours of equipment failures verbal/fax notification. The **Contractor** shall hire necessary services from the equipment manufacturer to reprogram, repair or replace any equipment or software necessary to restore operational performance solely at the cost of **Contractor**.

- g. **Testing and Servicing** - **Owner** agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. **Owner** agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.
- h. **Equipment Access** - **Owner** agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. **Owner** agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. **Owner** agrees to provide a safe workplace for **Contractor's** personnel.

## 10. Payment of Services

- a. The City of Chattanooga will make payment to the **Contractor** according to the City's normal policies and Procedures.
- b. Before an order can be placed for routine transactions, City will request an Estimate from **Contractor** 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 **Contractor** 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. **Contractor's** invoice must list a valid e-mail address for billing questions and inquiries.
- d. Invoice Date is critical and invoice must be sent to the City of Chattanooga on the Invoice Date in order for the City of Chattanooga 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 **Contractor** shall not invoice the City of Chattanooga for any items 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 **Contractor's** invoice to the City of Chattanooga. 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 cost contractor \$100.00  
and the Markup on contract is 10 %,  
City will reimburse contractor \$110.00.
- h. Contractor 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 Account Payable Division Including copy of POD with invoice is encouraged and speeds payment processing time.
- i. **Contractor's** invoices that are billed incorrectly, incompletely, or otherwise unable to be properly processed are not considered valid.
- j. When sending City of Chattanooga a Revised Invoice, it must be clearly marked "Revised". When sending City of Chattanooga a replacement invoice, it must reference the Invoice Number it is replacing.
- k. Invoices to the City of Chattanooga shall reference the City of Chattanooga Department, Release Number, Work Order Number with legible signature, and the first and last name of the City of Chattanooga employee placing the order.
- l. Accurate invoices, with all appropriate documentation, shall be send 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:

Departments that utilize this Contract.

**EXHIBIT "A"**  
Service Locations with Addresses

Location	Address	Make	Model/ID	Type	Traction	Hydraulic	Escalator	Other	Levels
Avondale Head Start Center	2302 Ocoee Street, Chattanooga, TN 37406			Passenger		1			2
Brainerd Complex	1010 N. Moore Road, Chattanooga, TN 37411			Passenger	1				2
Champion's Club Tennis Complex	1100 Lupton Drive, Lupton City, TN 37351			Passenger	1				2
Chattanooga Zoo Administration Building	301 N. Holtzclaw Ave, Chattanooga, TN 37404			Passenger		1			2
Chattanooga Zoo Asia Building	301 N. Holtzclaw Ave, Chattanooga, TN 37404			Passenger		1			2
City Council Building	1000 Lindsay St, Chattanooga, TN 37402	Olis		Passenger		1			3
City Hall	101 E. 11th St, Chattanooga, TN 37402	Thyssen/Krupp		Passenger		1			4
City Hall	101 E. 11th St, Chattanooga, TN 37402	Thyssen/Krupp		Passenger		1			4
City Hall Annex	100 E. 11th St, Chattanooga, TN 37402	Westinghouse		Passenger	1				5
Development Resource Center	1250 Market St, Chattanooga, TN 37402	Olis		Passenger		1			3
Development Resource Center	1250 Market St, Chattanooga, TN 37402	Olis		Passenger		1			4
Downtown Library	1001 Broad St, Chattanooga, TN 37402	Dover		Passenger		1			5
Downtown Library	1001 Broad St, Chattanooga, TN 37402	Westinghouse		Passenger		1			4
Downtown Library	1001 Broad St, Chattanooga, TN 37402	Westinghouse		Freight		1			3
E. 1st Street Tram	E. 1st St, Between Market and Cherry Streets			HDCP			Funicular Lift		Tram
Frost Stadium	1101 McCallie Ave, Chattanooga, TN 37403			Passenger	1				3
Hixson Center	5401 School Road, Hixson, TN 37343			Passenger					2
Lindsay Street Building	1001 Lindsay St, Chattanooga, TN 37402	Thyssen/Krupp		Passenger		1			2
MBWVTA Administration and Laboratory Bldg	455 Moccasin Bend Road, Chattanooga TN 37405		31499	HDCP			Lift		1
MBWVTA Filter Press Building	455 Moccasin Bend Road, Chattanooga TN 37405		24670	Service		1			3
MBWVTA Influent Building	455 Moccasin Bend Road, Chattanooga TN 37405		12666	Service	1				4
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402			Passenger		1			3
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402			Service		1			1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402			Stage Lift		1			1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Thyssen/Krupp		Passenger	1				4
Paul F. Clark Building	900 E. 11th Street, Chattanooga, TN 37403			Passenger		1			2
Police Service Center	3410 Amnicola Highway, Chattanooga, TN 37406	Dover		Passenger		1			2
Police Service Center	3410 Amnicola Highway, Chattanooga, TN 37406	Dover		Passenger		1			2
Police Service Center Annex	3204 Amnicola Highway, Chattanooga, TN 37406	Dover		Passenger		1			2
Pump Station - 23rd Street	257 E 25th Street, Chattanooga TN 37408		12083	Service	1				3
Pump Station - Citico	929 Riverside Drive, Chattanooga TN 37406		28244	Service	1				3
Pump Station - East Brainerd	15 Frawley Road, Chattanooga TN 37412		24134	Service			Chain		2
Pump Station - Friar Branch	3910 Juandale Trail, Chattanooga TN 37406		24103	Service			Chain		2
Pump Station - Hixson 1	4677 Adams Road, Hixson TN 37343		24658	Service			Chain		2
Pump Station - Hixson 2	5401 Old Hixson Pike, Hixson TN 37343		24657	Service			Chain		2
Pump Station - Hixson 3	5235 Cassandra Smith Road, Hixson TN 37343		26031	Service			Chain		2
Pump Station - Latta Street	1424 Latta Street, Chattanooga TN 37404		22251	Service			Chain		2
Pump Station - Murray Hill 1	4778 Webb Road, Chattanooga TN 37416		29111	Service			Chain		2
Pump Station - Murray Hill 5	3820 Kings Road, Chattanooga TN 37416		28739	Service			Chain		2
Pump Station - South Chickamauga	4020 N. Hawthorne Street, Chattanooga TN 37406		24112	Service	1				4
Pump Station - Tiftonia 1	1006 Browns Ferry Road, Chattanooga TN 37419		25077	Service			Chain		2
Pump Station - Tiftonia 2	141 Browns Ferry Road, Chattanooga TN 37419		25215	Service			Chain		2
Pump Station - Tiftonia 3	248 Aster Avenue, Chattanooga TN 37419		26274	Service			Chain		2
Tivoli Theater	709 Broad St, Chattanooga, TN 37402	Dover		Passenger		1			2
Tivoli Theater	709 Broad St, Chattanooga, TN 37402			Stage Lift		1			2
Watkins Street Building	1170 S. Watkins St Chattanooga TN 37404			Lift					1

EXHIBIT "B"

Monthly Service Charge and Quarterly Service Charge

Location	Make	Model/ID	Type	Contract Expiration	Monthly Charge	Quarterly Charge	Yearly Charge
Avondale Head Start Center			Passenger		\$ -		\$ -
Brainerd Complex			Passenger		\$ -		\$ -
Champion's Club Tennis Complex			Passenger		\$ -		\$ -
Chattanooga Zoo Administration Building			Passenger		\$ -		\$ -
Chattanooga Zoo Asia Building			Passenger		\$ -		\$ -
City Council Building	Otis		Passenger		\$ -		\$ -
City Hall	Thyssen/Krupp		Passenger		\$ -		\$ -
City Hall	Thyssen/Krupp		Passenger		\$ -		\$ -
City Hall Annex	Westinghouse		Passenger		\$ -		\$ -
Development Resource Center	Otis		Passenger		\$ -		\$ -
Development Resource Center	Otis		Passenger		\$ -		\$ -
Downtown Library	Dover		Passenger		\$ -		\$ -
Downtown Library	Westinghouse		Passenger		\$ -		\$ -
Downtown Library			Freight		\$ -		\$ -
E. 1st Street Tram			HCDP			\$ -	\$ -
Frost Stadium			Passenger		\$ -		\$ -
Hixson Center			Passenger		\$ -		\$ -
Lindsey Street Building	Thyssen/Krupp		Passenger		\$ -		\$ -
MBWWTA Administration & Laboratory Building		31499	HCDP			\$ -	\$ -
MBWWTA Filter Press Building		24670	Service		\$ -		\$ -
MBWWTA Influent Building		12666	Service		\$ -		\$ -
Memorial Auditorium			Passenger		\$ -		\$ -
Memorial Auditorium			Service		\$ -		\$ -
Memorial Auditorium			Stage Lift		\$ -		\$ -
Memorial Auditorium	Westinghouse		Escalator		\$ -		\$ -
Memorial Auditorium	Westinghouse		Escalator		\$ -		\$ -
Memorial Auditorium	Westinghouse		Escalator		\$ -		\$ -
Memorial Auditorium	Westinghouse		Escalator		\$ -		\$ -
Memorial Auditorium	Westinghouse		Escalator		\$ -		\$ -
Memorial Auditorium	Westinghouse		Escalator		\$ -		\$ -
Memorial Auditorium	Thyssen/Krupp		Passenger		\$ -		\$ -
Paul F. Clark Building			Passenger		\$ -		\$ -
Police Service Center	Dover		Passenger		\$ -		\$ -
Police Service Center	Dover		Passenger		\$ -		\$ -
Police Service Center Annex	Dover		Passenger		\$ -		\$ -
Pump Station - 23rd Street		12083	Service		\$ -		\$ -
Pump Station - Citico		28244	Service		\$ -		\$ -
Pump Station - East Brainerd		24134	Service			\$ -	\$ -
Pump Station - Friar Branch		24103	Service			\$ -	\$ -
Pump Station - Hixson 1		24658	Service			\$ -	\$ -
Pump Station - Hixson 2		24657	Service			\$ -	\$ -
Pump Station - Hixson 3		26031	Service			\$ -	\$ -
Pump Station - Latta Street		22251	Service			\$ -	\$ -
Pump Station - Murray Hills 1		29111	Service			\$ -	\$ -
Pump Station - Murray Hills 5		28739	Service			\$ -	\$ -
Pump Station - South Chickamauga		24112	Service		\$ -		\$ -
Pump Station - Tiftonia 1		25077	Service			\$ -	\$ -
Pump Station - Tiftonia 2		25215	Service			\$ -	\$ -
Pump Station - Tiftonia 3		26274	Service			\$ -	\$ -
Tivoli Theatre	Dover		Passenger		\$ -		\$ -
Tivoli Theatre			Stage Lift		\$ -		\$ -
Watkins Street Building			Lift			\$ -	\$ -
					MONTHLY TOTAL		\$ -
						QUARTERLY TOTAL	\$ -
						YEARLY TOTAL	\$ -

## 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.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(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 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 damages 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

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)