

Date: January 17, 2014

Requisition No.: 88924

**PURCHASING DEPARTMENT
101 EAST 11TH 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 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on February 6, 2014*

Requisition / Bid No.: R88924 / 303166

Ordering Dept.: Fleet Management

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

Items Being Purchased: Used Crane Truck

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

2:00 P.M., EST on February 6, 2014

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

11:00 A.M., EST on January 29, 2014

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

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

**The City's Standard Terms and Conditions may be found on website:
http://www.chattanooga.gov/finance66_standardtermsandconditions.htm**

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

SEALED BIDS

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

**V
E
N
D
O
R**

RFQ

BID OPENING DATE AND TIME:
 06-FEB-14 at 2:00 PM

BID NUMBER: 303166

BUYER:
PHONE #: (423) 757-5184
DELIVERY REQUIRED:

**M
A
I
L
T
O**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 88924 / 303166 Ordering Dept.: Fleet Management Buyer: Mark McKeel Phone No.: 423-757-4759 Items Being Purchased: Used Crane Truck (per specifications) ATTACHMENTS: Specifications (12 pgs), Affirmative Action Plan (2 pgs) *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON THURSDAY, February 6, 2014 *** 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. For Delivery To: Fleet Management Division II 3102 Elmendorf Circle Chattanooga, TN 37406 Attn: Gary Franks 423-643-5554 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. **** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____ Address _____ _____ Phone/Toll-Free No. _____ Fax No. _____					

BID SOLICITATION



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

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.

BID OPENING DATE AND TIME:

06-FEB-14 at 2:00 PM

BID NUMBER: 303166

BUYER:

PHONE #: (423) 757-5184

DELIVERY REQUIRED:

V
E
N
D
O
R

RFQ

M
A
I
L
T
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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.

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

TERMS OF PAYMENT: _____

COMPANY: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

NAME AND TITLE: _____

BID SOLICITATION



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

BID OPENING DATE AND TIME: 06-FEB-14 at 2:00 PM BID NUMBER: 303166
BUYER: PHONE #: (423) 757-5184 DELIVERY REQUIRED:

SEALED BIDS

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

V
E
N
D
O
R

RFQ

M
A
I
L
T
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Bid-Crane truck per Gary Franks	90000	Dollar	_____	_____

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: _____

COMPANY: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

NAME AND TITLE: _____

Fleet Management Division
1 Used Crane 18 Ton Crane Truck
General Services Department

INTRODUCTION

These specifications describe the vehicle and accessories to be purchased by the City of Chattanooga Fleet Management Division, General Services Department.

ALTERNATE APPROACHES

The City will not consider any alternatives to the Project other than those described herein. Firms may suggest alternative products to the City prior to the Submittal Opening Date. **THE CITY, AT ITS SOLE DISCRETION, MAY DETERMINE ANY BIDS INCLUDING ALTERNATIVE APPROACHES OR SUBSTITUTIONS TO BE NON-CONFORMING UNLESS ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:**

1. The Firm has provided proper written documentation of the reason for the proposed alternative approach or substitution.
2. Firm has clearly demonstrated the suitability of the alternative approach or substitution as an “equal” product, for the purposes of this Request for Bid.
3. Firm has received City approval of the alternative approach or substitution, in writing, no later than **forty-eight (48) hours** prior to the Submittal Opening Date.

RESERVATION OF CITY RIGHTS

In connection with the Request for Bid and Project, the City of Chattanooga reserves all rights available to it under all applicable laws, including without limitation, and with or without cause, and with or without notice, the right to:

1. Reject any and all Bids.
2. Reject any and all Bids from any firm that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga and, if requested, must present within **forty-eight (48) hours** evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of the Request for Bid.
3. Cancel this Request for Bid in whole or in part at any time prior to the execution of a contract by the City, without incurring any cost obligations or liabilities.
4. Issue addenda, supplements, and modifications to this Request for Bid and to revise and modify, at any time before the Submittal Opening Date, the factors and/or weights of factors, if applicable, the City will consider in evaluating Bids and to otherwise revise or expand its evaluation methodology as set forth herein.
5. Change the RFB Submittal Opening Date.
6. Investigate the qualifications of any firm and, if required, request additional information concerning contents of its Bid, and additional evidence of qualifications.
7. Terminate evaluations of Bids at any time.
8. Disclose information contained in a Bid to the public as set forth herein.
9. Waive deficiencies in a Bid, accept and review a nonconforming Bid, or seek clarifications or supplements to a Bid as permitted by law and according to City of Chattanooga purchasing practices and procedures.
10. Exercise any other right reserved or afforded to the City of Chattanooga under this Request for Bid and to modify the Request for Bid process in its sole discretion to address applicable laws, codes, or ordinances and to operate in the best interest of the City of Chattanooga.

GENERAL CONDITIONS

The following general rules and conditions apply to all purchases by the City and shall become a definite part of this Request for Bid, unless otherwise specified therein. Proposers, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Bids in response to this Request for Bid; failure to do so will be at the Proposer's own risk and he cannot secure relief on the plea of error.

Subject to State and City laws, and all rules, regulations and limitations imposed by legislation of the Federal Government, bids or Bids on all advertisements and invitations issued by the City and the Office of the City Purchasing Agent will bind Proposers to all applicable conditions and requirements set forth herein, unless otherwise specified in this Request for Bid.

1. **FEDERAL OR STATE FUNDING:** In the event that the Project is funded in whole or in part by Federal or State grants, Proposer agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures including the provisions of the Davis-Bacon and Related Acts (DBRA) and the Contract Work Hours and Safety Standards Act (CWHSSA).
2. To be in compliance with T.C.A. 62-6-102 through 62-6-119 for all public work (construction) contracts Proposers must have a State Contractors License at the time of the Submittal Opening, and must produce copy of same. **IF THE PROPOSER'S BID IS \$25,000 OR GREATER, THEN THE OUTSIDE OF THE BID ENVELOPE SHALL HAVE LISTED THE PROPOSER'S NAME; THE CONTRACTOR'S LICENSE NUMBER, LICENSE EXPIRATION DATE, AND THE LICENSE CLASSIFICATION OF THE CONTRACTOR APPLYING TO BID FOR THE PRIME CONTRACT; AND THE LICENSING INFORMATION FOR ANY ELECTRICAL, PLUMBING, HEATING, VENTILATION & AIR CONDITIONING AND MASONRY SUBCONTRACTORS.** If the Proposer's bid is less than \$25,000, the outside of the bid envelope may only have listed the name of the prime contractor. If, however, upon opening the bid envelope it is determined that such bid is in excess of \$25,000, the bid shall be automatically be disqualified. Furthermore, only **one (1)** contractor or subcontractor in each license classification may be listed on the outside of the bid envelope. Prime contractor Bidders who are to self-perform the electrical, plumbing, heating, ventilation & air conditioning and masonry work must be so designated on the outside of the bid envelope. **PROPOSERS FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS SHALL VOID SUCH BID AND THE ENVELOPE CONTAINING SUCH BID SHALL NOT BE OPENED OR CONSIDERED. [REFER TO T.C.A. 62-6-119(B)].**
3. BIDS FOR PUBLIC WORK (CONSTRUCTION) CONTRACTS SUBMITTED ON A **DESIGN/BUILD** BASIS ARE NOT ACCEPTABLE AND ARE SUBJECT TO REJECTION IN WHOLE OR IN PART.
4. Bids shall be submitted only on the forms provided by the City of Chattanooga. The Proposer shall submit **two (6) copies** signed and sealed, in the envelope provided by the City for that purpose.

5. A written request for the withdrawal of a Bid or any part thereof shall be granted if the request is received by the City of Chattanooga prior to the specified time of opening. Bids submitted may not be amended or withdrawn after the specified time of the Submittal Opening.
6. Bids received after the specified time of the Submittal opening will not be accepted.
7. Bids must be submitted in the special mailing envelope, contained in all RFB packages which are supplied to all prospective Proposers. In the event that the Bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other package being used.
8. All information required by the Request for Bid must be supplied to constitute a proper Bid.
9. Unless specified otherwise, all Formal Bids submitted shall be binding for **forty-five (45) calendar days** following Submittal Opening date, unless the Proposer, upon request of the City, agrees to an extension.
10. Qualified Bids are subject to rejection in whole or in part.
11. Terms discount of less than **ten (10) days** will not be considered in evaluating the Bid.
12. Unless otherwise specified by the City or by the Proposer, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Proposer may restrict his Bid to consideration in the aggregate by so stating, but should name a unit price on each item proposed; any Bid in which the Proposer names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.
13. When an error is made in extending total prices, the Unit Price submitted will govern. Carelessness in quoting prices or in preparation of Bid otherwise, will not relieve the Proposer. Erasures or changes in Bids must be initialed.
14. Requests for interpretation of specifications, drawings, and information provided in the Request for Bid shall be made to the City, in writing, not less than **five (5) days** before the Submittal opening date. Any interpretations made to prospective Proposers will be expressed in the form of an Addendum to the Request for Bid which, if issued, will be sent to all prospective Proposers no later than **three (3) days** before the Submittal Opening date set for opening of Bids.
15. Proposers shall abide by and comply with the requirements of the Request for Bid and shall not attempt to take advantage of any obvious error or omission therein, but shall fully complete every part of the Project in accordance with the Request for Bid, drawings, specifications and requirements as set forth herein. Whenever mention is made of any work product, service, article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements thereof. If exceptions to the specifications are taken, this fact must be clearly stated in the Bid and each exception listed individually in the Letter of Interest. The absence of a written list of exceptions to the specifications or requirements as set forth in the RFB at the time of submittal of the Bid will hold the Proposer strictly accountable to the City to the specifications and requirements as written. Any deviation from the specifications and requirements as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

16. In the event a firm is unable to submit a Bid on the requirements as set forth in this Request for Bid and drawings, specifications, and other requirements incorporated herein as Attachment, such firm shall promptly return the Request for Bid, envelope and materials, and any drawings and specifications provided by the City and include explanation of non-response to this Request for Bid. The City shall, periodically, remove the names of those persons, firms, or corporations who fail to respond after receiving RFB documents on a commodity or commodities for three (3) successive submittal openings.
17. City of Chattanooga is Tax Exempt.
18. Each Proposer shall submit in duplicate where necessary or when requested by the City, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes, etc., necessary to fully describe the material or work proposed.
19. In evaluating Bids, the City may give preference to Bids specifying materials, products, and labor produced locally and may use the following in determination of such:
 - a. Gross receipts taxes paid by Proposer
 - b. Home office location of Proposer
 - c. Place of Residence of direct employees of the Proposer, their subcontractors, consultants and resources.
20. Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless Contractor furnishes the City with a written Statement of Unordered Balances not later than **ten (10) days** after the termination date of the contract.
21. On "Requirements" bids or Bids, acceptance will bind the City to pay for, at the Unit Prices proposed, only quantities ordered and delivered.
22. The Proposer certifies that his Bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a Bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
23. All identical Bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
24. The City may, at their sole discretion and in writing, waive or modify one or more of these General Conditions and Instructions that are inapplicable or inappropriate for a particular contract or purchase. A request for a waiver of or modification of any such condition or instruction shall be submitted to the City, in writing, together with supporting justification for any waiver or modification.

25. No Bid will be accepted from, or Contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga. The Proposer, if requested, must present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms, requirements, drawings and specifications as set forth herein.

MANUFACTURER AND TRADE NAMES

Any reference contained in the Request for Bid, drawings, specifications, or information provided by the City, to a specific manufacturer, trade name, catalog or reference number shall be for descriptive purposes only and shall not be construed as a statement of preference by the City or that such reference conforms to the requirements of the Request for Bid.

Bids offering an item which is specifically identified by a manufacturer's name, trade name, catalog or reference number and not specifically proposed therein as "equal" shall be confirmation that the Proposer intends to furnish the item as identified and **does not propose to furnish an "equal"**.

If no particular brand, model or make is specified, and if no data are required to be submitted with the Bid, the successful Proposer, after award and before manufacture or shipment, may be required to submit additional information, working drawings, or detailed specifications sufficient to enable the City verify compliance with requirements of the Request for Bid.

NOTICE OF ACCEPTANCE

Following the review of all Bids, and upon the recommendation of the Review Committee, the City may, at its sole option, reject all Bids or elect to proceed with the Project. In the event that the City elects to proceed with the Project, the City will issue a written Notice of Acceptance to the Successful Proposer and enter into a contract therewith.

CONTRACT PROVISIONS FOR SUCCESSFUL PROPOSER

The following provisions shall be a part of every "Contract" (or Agreement) with the City, and all firms, by the act of submitting a Bid in response to this Request for Bid, agree to the contract provisions set forth below:

1. The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.).
2. A contract shall be deemed to be in effect only to the extent that there are appropriations available to each Agency for the purchase of such articles. The City's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
3. No alterations or variations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City Attorney or designee.
4. Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by unsatisfactory deliveries of entire contract requirements.
5. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City, but in no case shall such consent relieve the Contractor from his obligations as set forth therein or in any way change the terms, obligations, and duties as set forth in the contract.
6. In the event of default, the City may award the contract to the next qualified proposer, if such proposer is willing to enter the contract, or may cover in the open market, or may seek any other remedy provided by the Tennessee Uniform Commercial Code, and may hold the defaulting contractor liable for all damages provided by law, including cost of cover.
7. The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstances beyond the control of the contractor. Under such circumstances, however, the City, may at its sole discretion, cancel the contract.
8. All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
9. Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, or handicap, or sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

10. Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period on one year from date of the acceptance of the items delivered and installed, or the guarantee period, whichever is longer, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design or installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City at least detrimental to the operation of City business.
11. The City of Chattanooga is an equal opportunity employer and during the performance of the contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga. Contractor is encouraged to provide documentation of commitment to diversity as represented by its business strategy, business relationships, and workforce.
12. Orders against contracts will be placed with the Contractor on either a Purchasing Order or Blanket Purchase Order executed release by the City. Telephonic orders placed directly with the Contractor by the ordering Agency may be authorized by the City only after execution of a Shipping Release.
13. Unless otherwise set forth in the Bid, the Contractor agrees to make available to all City agencies, departments, joint City agencies, and in-City municipalities, the Unit Prices included therein and incorporated into the Contract, should any said City department or agency elect to purchase under the Contract.
14. Open Records
 - 1) Pursuant to recently adopted provisions in the Tennessee Open Records Act, which became effective October 1, 2008, and the policies adopted by the Office of Open Records Counsel (OORC), municipal record custodians are now required to provide some response to public records requests no later than 7 business days after receipt of a records request. Pursuant to the Tennessee Open Records Act, the municipal record custodian must respond within 7 days and either:
 - i. provide the requested records for review, or
 - ii. provide a written explanation of why the records will not be made available and /or
 - iii. provide communication that record production will take longer than 7 days to compile/research the data. In this event the municipal record custodian will provide an estimated length of time necessary before production or requested records will occur.
 - 2) There is no charge to view documents which are determined to be public records. However, as provided by the written policies adopted by the OORC, applicable charges for expenses incurred by the municipality to respond to a public records request many include:
 - i. the cost of employee(s) time in excess of one hour to compile/research/redact the documents requested and
 - ii. if copies of the documents are requested, the copying cost is \$.15 for b/w and \$.50 for color on 8 1/2" X 11" pages.
 - 3) The Schedule of Fees and the Policy on Frequent and Multiple requests of copies of public records as established by the OORC are attached. Pursuant to the

policies adopted by the OORC, municipalities are permitted to charge for any labor in excess of one hour that is required to compile documents for citizens' review. In the event that more than four (4) requests are made by any citizen per calendar month, records custodians are also permitted to stop providing a free hour of labor beginning with the fifth (5th) request for records. See the policy on Frequent and Multiple Requests for Copies of Public Records adopted by the OORC on January 9, 2009. If a records custodian reasonably believes a group of individuals are acting in concert and chooses to group together their requests for copies for purposes of charging for labor, the records custodian must file a Notice of Aggregation with the OORC.

15. The contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the destination point, but the contractor shall bear all risk on rejected material or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.
16. Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made by the City in a timely manner, however, the City's failure to inspect and accept or reject materials or supplies, as set forth herein, shall not impose liability on the City for such materials or supplies that are determined non-conforming to the Specifications. All delivered materials shall be accepted subject to inspection and physical count.
17. All **Shipments** or **Deliveries** shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:
 - 1) The Purchase Order Number
 - 2) The Name of the Article and Stock Number (Supplier's)
 - 3) The Quantity Ordered
 - 4) The Quantity Shipped
 - 5) The Quantity Back Ordered
 - 6) The Name of the Contractor

Deliveries will be accepted between 8:30a.m. and 4:00p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

Failure to comply with these conditions **SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.**

AUDIT PROVISIONS

The City or its assign may audit all financial and related records (including digital) associated with the terms of the “Contract” (or Agreement) including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Contractor. The City may further audit any contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

The Contractor shall at all times during the term of the Contract, and for a period of **five (5) years** after the end of the contract, keep and maintain records of the work performed pursuant to the Contract. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

The obligations of the Contractor as set forth under these Audit Provisions shall be explicitly included in the Contractor’s contracts with their subcontractors, consultants, or material suppliers to the extent that those contracts relate to the fulfillment of the Contractor's obligations to the City.

Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

Used Crane Truck

These specifications are for the purpose of purchasing One Used Crane mounted truck with the following mandatory specifications.

1. 2006 year model or newer
2. 16,000 miles maximum on unit
3. 2,000 Hours maximum on unit
4. Maintenance records will be provided
5. Crane inspection shall be provided from a 3ed party inspection company on Crane condition, must have current certification.

Minimum Specifications below or Equal:

Make: IH 4200 w/National 18 ton crane

Model: 4200 Conventional Cab Single Axle

GVWR: 33,000 minimum

Engine: VT365 Diesel

230HP/620lb-ft Torque

6 speed straight shift transmission Eaton/Fuller

12,000 front axle

21,000 rear axle

4.88 gear Ratio

Air brakes preferred

Conventional steel wheels

Goodyear tires 50% minimum tread

Bed length to be a minimum of 20 feet X 8 feet with pockets

Must have 4 outriggers

Must have Anti Two Blocking System

Crane must be extendable to 71 ft. minimum

Delivery

Unit shall be delivered to Gary Franks at 3102 Elmendorf Circle, Chattanooga Tennessee 37406. Unit will be inspected before acceptance to verify unit meets bid specifications.

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)