

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
**12/01/2009 2:00 PM**  
**BID NUMBER: B0006465**

**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: Talley, Debbie J.  
PHONE #: (423) 757 - 5184 ext.  
DELIVERY REQUIRED:

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City of Chattanooga  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
	Requisition No: 20523 Ordering Dept: Fire Buyer & Phone: Debbie Talley (423) 757-0643 ***** ITEMS BEING PURCHASED: Maintenance Service For HushAir Breathing Air Compressors ***** BIDDER IS TO INCLUDE LIST OF REPAIR PARTS WITH PRICING IN BID PACKAGE. YOUR _____ % DISCOUNT ON LISTED REPAIR PARTS PRICING. ***** This Shall Be A Twleve (12) Month Blanket Contract To Supply Maintenance Service On Two (2) HushAir Breathing Air Compressors. The Contract Term 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 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. ***** ATTACHMENTS: Affirmative Action Plan (2 Pages) Insurance Requirements (2 Pages) ***** *** BIDS MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST on December 1, 2009 *** ***** City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/finance/66_standardtermsandconditions.htm">http://www.chattanooga.gov/finance/66_standardtermsand                      conditions.htm</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.				

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The City is Exempt from all Federal and State Tax.  
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COMPANY: \_\_\_\_\_

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

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

ELEPHONE NUMBER: \_\_\_\_\_

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

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	<p>*****</p> <p>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 are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>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.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>***** NOTE *****</p> <p>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business ___ Small Business ___ Veteran ___</p> <p>Minority Woman Owned Business ___ Disabled Veteran ___</p> <p>Women-Owned Business ___</p> <p>***** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION *****</p>				

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1.0	<p>936-08 HushAir 15 H.P. with RevolveAir Fill Station S.N. 15T6F-1349</p> <p>HushAir 15 H.P. with RevolveAir Fill Station S.N. 15T6B-1008</p> <p>General Scope of Work Perform the routine services on customer's Breathing Air Compressor(s). This includes all consumable items described as: oil, inlet air filter and purification cartridge(s). Calibration of Carbon Monoxide Monitor will be performed. Inclusive in this agreement, replace the mechanical separator element, mechanical separator seals, and purification chamber o-rings as required by the compressor model. Inspect any and all items, as related to the customer's machinery as conditions warrant. Perform repairs as necessary. All service shall comply with NFPA, NIOSH and The manufactures requirements. (See "Repairs")</p> <p>Schedule Service(s) will be provided as required by the customer. Contact customer three days prior to arrival. Clear access to the equipment and the convenience of qualified personnel to be available for questions, comments and decisions regarding repairs. See "Repairs"</p> <p>Repairs shall be approved by qualified personnel of said organization, either in writing or verbally, prior to work being performed. Warranty on all repairs and workmanship for a period of one (1) year.</p>	2.00	EA		

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2.0	936-08 HushAir 15 H.P. with RevolveAir Fill Station S.N. 15T6F-1349  HushAir 15 H.P. with RevolveAir Fill Station S.N. 15T6B-1008  Air Quality Testing: Provide Air Quality Analysis, per NFPA-1500 5-3.7.2 Standard. When the fire department makes its own breathing air or transfers purchased air from vendor cylinders into other storage cylinders, the quality from the compressor, cascade system cylinders, storage receivers, and other such breathing air manufacturing or storage equipment used for filling SCBA cylinders shall be tested at least every six months by a laboratory accredited by the American Industrial Hygiene Association, or the National Voluntary Laboratory Accreditation Program to certify that the breathing air meets the requirements of 5-3.7 of this section. Laboratories shall be required to notify the fire department immediately of the air not meeting the requirements of 5-3.7 of this section. Lawrence-Factor Laboratories (X-ZAM) is the facility utilized to provide air sampling kits. There will be no additional charge for retests as long as both parties are actively attempting to resolve the issues of the unqualified air results.	8.00	EA		
3.0	936-08 Service Call	4.00	EA		
				<b>TOTAL:</b>	

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

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

## **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, or 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)

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(Title and Name of 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 resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

**Comprehensive Motor Vehicle Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence