

Date: 09/09/09

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
RM G13  
CHATTANOOGA, TENNESSEE  
37402**

*REQUEST FOR PROPOSAL (RFP)*

Proposal will be received at this office  
101 East 11<sup>th</sup> Street, CITY HALL, Rm. G13  
until 09/09/09

**Requisition No.: R0126730  
Ordering Dept.: Purchasing  
Buyer: Shea Jefferson  
Phone No.: (423) 757-5184**

\*\*\*\*\*  
**Items Being Purchased: Fire Suppression System, Installation and Maintenance**  
\*\*\*\*\*

**Request for Proposal for  
The City of Chattanooga, Tennessee**

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**\*\*\*REQUEST FOR PROPOSALS MUST BE RECEIVED\*\*\*  
4:00 PM Local Time on September 9, 2009**  
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**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.**

\*\*\*\*\*  
**PLEASE PROVIDE US WITH THE FOLLOWING**

**Company Name:** \_\_\_\_\_  
**Phone/Toll Free No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Employer's ID No.:** \_\_\_\_\_

**CITY OF CHATTANOOGA**  
Request for Proposals  
for the purchase of a fire suppression system

*Submission Deadline: September 9, 2009*

The City of Chattanooga is requesting proposals for the purchase, installation and maintenance of a fire suppression system.

**I. GENERAL INFORMATION**

The fire suppression system must cover a room approximately eighteen (18) feet by fifty-five (55) feet with ten foot ceilings. The installation will be on the main floor of the building and the fire suppression equipment will be located inside the room.

**II. CRITERIA**

The City of Chattanooga will consider proposals on the basis of

1. Availability
2. Safety of the system
3. Time needed for installation
4. Expandability of the system

**III. PRE-BID CONFERENCE**

There will be a pre-bid conference for interested vendors on *August 31 @ 10:00 AM EST*. This meeting will take place at the site. Please register with purchasing if you plan to attend.

**IV. SITE AND PROPERTY INFORMATION**

**Site Description:** Identified as Tax Map Numbers 145E-D-009

**Property parameters:** The property consists of a two-story building with approximately 2,400 square feet located on the second floor. There are two spaces of approximately 1,200 square feet located on the main floor.

**Current Context:** The second floor will be maintained as office space and one of the ground floor spaces shall require a fire suppression system.

**Utilities:** It shall be the responsibility of the proposer to determine whether the appropriate utilities are available to the site or if any service is required for the system.

## **V. GENERAL TERMS & CONDITIONS**

It will be the responsibility of the proposer to determine the condition or suitability of the property for any proposed fire suppression system.

The fire suppression system must conform to all building requirements and/or ordinances as established by the applicable governmental entity including, but not limited to, the City of Chattanooga and the Standard Building codes.

## **VI. SELECTION PROCESS**

Representatives of the City of Chattanooga will review all written proposals to select the best proposal.

The City of Chattanooga reserves the right to withdraw the Request for Proposals or to reject any and all proposals for any reason. The City of Chattanooga does not discriminate on the basis of race, color, or national origin and is in compliance with the guidelines of Title VI of the Civil Rights Act of 1964.

It is expressly understood that the receipt of any response to this Request for Proposals does not commit the City of Chattanooga to a purchase. Any proposal acceptance is contingent upon action taken by the Chattanooga City Council.

Once a proposal has been determined to comply with this Request for Proposals, discussions may be commenced with proposers to ascertain the proposal most advantageous to the City of Chattanooga.

All proposals will be submitted at the proposer's own cost and expense. The City of Chattanooga will have no financial obligations relative to the submission of any proposal.

Information regarding competitive proposals will be confidential until all proposals have been evaluated. Proposals may be made public at such time as recommendations are made by the Chattanooga City Mayor to the Chattanooga City Council.

## **VII. PROPOSAL REQUIREMENTS**

Proposals shall include a site plan showing the installation of the equipment and a full description and effectiveness of the system. The proposer will also include all environmental information about the system.

A cover letter shall be provided indicating the company name and address.

Proposers may submit a response to this Request for Proposals in writing and by electronic mail. The City reserves the right to reject any proposals that do not follow the format outlined in this Request for Proposals. Each proposal must be submitted as an original and four (4) copies to the issuing office. The electronic proposal will be a fifth (5<sup>th</sup>) copy. The original and four (4) copies of the proposal must be submitted to

Shea Jefferson  
Buyer  
City Hall – Suite G13  
101 E 11<sup>th</sup> Street  
Chattanooga, TN 37402  
E-mail: [Jefferson\\_shea@mail.chattanooga.gov](mailto:Jefferson_shea@mail.chattanooga.gov)  
Fax: 423.757.7201

### **VIII. SUBMISSION DEADLINE**

The deadline for receipt of proposal is 4:00 PM EST on September 9, 2009.

Submit questions relative to the Request for Proposals in writing by close of business, September 2, 2009 to:

Shea Jefferson  
Buyer  
City Hall – Suite G13  
101 E 11<sup>th</sup> Street  
Chattanooga, TN 37402  
E-mail: [Jefferson\\_shea@mail.chattanooga.gov](mailto:Jefferson_shea@mail.chattanooga.gov)  
Fax: 423.757.7201

### **IX. REQUIREMENTS**

- A. If selected and approved by City Council, the proposer shall immediately begin work upon assignment.
- B. This Request for Proposals is for the conditions set forth herein and is not an invitation to negotiate conditions.

### **X. RIGHTS TO SUBMITTED MATERIAL**

All proposals, responses, inquiries or correspondence relating to or in reference to this Request for Proposals, and other documents provided by proposers will become the property of City when received. No submission or supporting documentation will be returned to the proposers. City is subject to the Tennessee Public Records Act and must comply with the disclosure requirements of such laws. Therefore, the confidentiality of such material may be lost, and City assumes no liability for the disclosure of any information required by law.

## **XI. ISSUING OFFICE**

This Request for Proposals shall be governed by the laws of the State of Tennessee and if issued for City by the Real Property Division of General Services.

## **XII. REJECTION OF PROPOSALS**

City reserves the right to reject any and all proposals resulting from this Request for Proposals.

## **XIII. CONDITIONS OF AGREEMENT**

The successful proposer will be expected to enter into contract negotiations with City that will result in a formal agreement between the parties.

## **XIV. INCURRING COSTS**

City is not liable for any costs incurred by proposers prior to the contract award and will not pay for information solicited or obtained.

## **XV. INQUIRIES**

Questions concerning this Request for Proposals may be sent by fax or e-mail by September 2, 2009 to the attention of Shea Jefferson, whose contact information is contained in Sections VII and VIII above.

Office Hours:

8:00 a.m. - 4:30 p.m. (Monday through Friday)

## 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 materials and equipment 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 City's Equal Employment Opportunity/Title VI Compliance Officer. 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.

## 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

The Contractor (not the Owner) shall purchase and maintain until Substantial Completion Builder's Risk Insurance (not All Risk Insurance) in the amount of the initial Contract Sum plus any amounts added by Change Order. The insurance shall list and include as named insured the City of Chattanooga, the Contractor and all subcontractors A.T.I.M.A. The deductible amount shall be \$1000.00 for each occurrence, which shall be paid by the Contractor. The Builder's Risk Insurance shall also provide coverage for portions of the Work in transit and for temporary storage of portions of the work to the value approved by the City in the Certificate for Payment.