BID SOLICITATION

City of Chattanooga
100 East 11th Street, Room 200
Chattanooga TN 37402

BID OPENING DATE AND TIME:
06/22/2006 2:00 PM
BID NUMBER: B0003291

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: 06/22/2006 2:00 PM

VENDOR
.
. TN

MAIL TO
City of Chattanooga
100 East 11th Street, Room 200
Chattanooga TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
	Requisition No.: R0090411 Ordering Dept: Fleet Maintenance Division I Buyer & Phone: Debbie Talley 423-757-5184 ********** ITEM PURCHASED: Truck Wash Chemicals ********** This Shall Be A Twelve (12) Month Requirements Contract To Supply Truck Wash Chemicals. 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. Quantities Are Estimates Only The City Of Chattanooga Shall Guarantee No Minimum Or Maximum Amount Purchased During The Lifetime Of the Contract. ********** *** BIDS MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST on June 22, 2006 *** ********** Attachments: Specifications: One (1) Page Affirmative Action Plan: Two (2) Pages Requirement For Insurance Coverage: Two (2) Pages ********** 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. 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.				

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.

COMPANY: _____

SIGNATURE: _____

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
	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:				
	Phone/Toll-Free No. _____				
	FAX No. _____				
	eMail Address _____				
	Contact Person's Name _____				
	Employer's ID No. _____				
	****** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****				
1.0	Soap	6000.00	GAL	_____	_____
2.0	Film Breaker	6000.00	GAL	_____	_____
				TOTAL:	_____

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COMPANY: _____

SIGNATURE: _____

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

All questions should be submitted in writing by end of business on June 14, 2006 to the following:

Debbie Talley
200 City Hall Annex
Chattanooga, TN 37402

Fax Number: 423-757-4851

E-Mail Address: talley_deb@mail.chattanooga.gov

Truck Wash Specifications

Agreement shall be between Contractor and City of Chattanooga for a total of twelve (12) months with an option to renew for two (2) additional twelve (12) month terms.

Contractor will keep Tanks filled at least one (1) time per week

Product must be able to Remove Road Film and Diesel Smoke

Must have a PH Level of 12.5
Maximum Dilution Ratio of 60:1 Water to Soap
Specific Gravity 1.22

Film Activator must have a PH of 3.0
Maximum Dilution Ratio of 60:1 Water to Film Breaker
Specific Gravity 1.4

While at Facility Contractor will perform preventive maintenance and only charge for Parts.
Contractor will furnish labor and service call for general pumps at no charge as long as all leaks are repaired on the downstream side of the pressure washers.
Any hoses, guns, ect shall be purchased through the Contractor.
The pipes under ground are the City of Chattanooga's responsibility.
Contractor will repair Drive through Truck wash only after estimate is O.K.ed by City of Chattanooga.
The City of Chattanooga agrees to purchase all cleaning chemicals for Truck Wash as long as Contract is in effect.
Contractor is to furnish invoice on all parts cost.
Provide price mark-up an all parts_____.
If Downtime happens, how quick can you respond_____.
If Abuse, Neglect, or Accident happens the City of Chattanooga will pay for Parts, labor and Service call.
Service Call Amount_____
Labor Amount _____
All Tickets must be signed by authorized personnel before payment is rendered.

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 breech of this contract.

_____

(Signature of Contractor)

_____

(Title and Name of Company)

_____

(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:

<u>Workmen's Compensation Insurance</u> 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**