Date: December 1, 2016 Requisition No.: 137041

PURCHASING DEPARTMENT 101 EAST 11TH STREET CITY HALL SUITE G13 CHATTANOOGA, TENNESSEE 37402

Pro	posals will be received at 101 East 11 th Street, Suite G13,
Cha	ttanooga, TN 37402 until 2: 00 P.M., EST. on December 15, 2016
Orde Buye	iisition / Bid No.: R137041 / 304303 ring Dept.: Fleet Management r & E-mail: Mark McKeel mmckeel@chattanooga.gov ************************************
	eing Purchased: Industrial Gases & Welding Supplies
	REQUEST FOR QUOTES MUST BE RECEIVED 2:00 P.M., EST on December 15, 2016 ************************************
*****	***PRE-BID CONFERENCE WILL BE CONDUCTED*** 10:00 A.M., EST on December 7, 2016 ***********************************
aive any i	Chattanooga reserves the right to reject any and/or all proposinformalities in the proposals received, and to accept any proposition may be for the best interest of the City.
	Chattanooga will be non-discriminatory in the purchase of all g
ne City's	s on the basis of race, color or national origin. Standard Terms and Conditions may be found on website
ne City's a tp://ww ote: ALL proposals ted in the a teived, rev	
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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.

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BID OPENING DATE AND TIME:

15-DEC-16 at 2:00 PM

BID NUMBER: 304303

BUYER:

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

M	City of Chattanooga	
A	101 East 11th Street, Suite G13	
1	Chattanooga, TN 37402	
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Item Class-Item Quantity Unit Unit Price Total

Requisition / Bid No.: 137041 / 304303 Ordering Dept.: Fleet Management

Buyer: Mark McKeel Phone No.: 423-643-7236

Items Being Purchased: Industrial Gases & Welding Supplies

ATTACHMENTS: Affirmative Action Plan (2 pgs), Iran Divestment Act Disclosure (1 pg)

. This Shall Be A Twelve (12) Month Blanket Contract To Supply Industiral Gases and Welding Supplies City Wide.

The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term 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 MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.

*** BID MUST BE RECEIVED NO LATER THAN ***
*** 2:00 PM EST ON <December 15, 2016> ***

City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions

If you can't download call buyer for a copy.

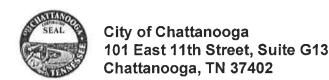
NOTE:

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 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.



SEALED BIDS

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Contact Person's Name_____

Fax No.___ eMail Address

Estimated Delivery____

BID OPENING DATE AND TIME:

15-DEC-16 at 2:00 PM

BID NUMBER: 304303

M City of Chattanooga

BUYER:

PHONE #: (423) 643-7230 **DELIVERY REQUIRED:**

RFQ N D O R				101 East 11t Chattanooga	h Street, Suite G13 , TN 37402	
Item	Class-Item	=======================================	Quantity	Unit	Unit Price	Total
services on the ba	e US WITH THE FOLLOWING					
Company Name_						
Address						
Phone/Toll-Free N	lo.					

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 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: _____



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

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BID OPENING DATE AND TIME:

15-DEC-16 at 2:00 PM

BID NUMBER: 304303

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BUYER:

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	00-1-101 Victor Cutting Tip	6	Each	-	
2	000-067 .030 Contact Tip	10	Each	-	
5	1-1-101 Victor Cutting Tip	4	Each		
7	1/4"x50' Oxygen/Acetylene Welding Hose	4	Each		
9	10 Cubic Feet MC Acetylene	6	Each		
11	125 Cubic Feet Oxygen	6	Each	;	
12	130 Cubic Feet Acetylene Cylinder	6	Each		
13	14-35 .035 Contact Tip	10	Each		
14	150 Cubic Foot 75/25 Mix Argon and CO2	6	Each		
15	150 Cubic Foot Argon Cylinder	6	Each		0

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	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:
TERMS OF PAYMENT:	SIGNATURE:
TELEPHONE NUMBER:	NAME AND TITLE:



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

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BID OPENING DATE AND TIME:

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BUYER:

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

M City of Chattanooga
1 101 East 11th Street, Suite G13
Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
17	1W Victor Welding Tip	6	Each		
18	2" x 4 1/4" Magnifying Lens F.P. 1.70	10	Each		
20	2"x4 1/4 Clear Magnifying Lens F.P. 2.0	6	Each		
21	2"x4 1/4 Clear Welding Lens	6	Each		
22	2-1-101 Victor Cutting Tip	4	Each		
24	20 Cubic Feet Oxygen Cylinder	6	Each		
26	24A62 Tweco Nozzle	10	Each		
27	250 Cubic Feet Oxygen Cylinder	6	Each	:	
28	3-1-101 Victor Cutting Tip	6	Each		
29	3/8 7018 Welding Rod	200	Each		

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TERMS OF PAYMENT:	SIGNATURE:
TELEPHONE NUMBER:	NAME AND TITLE:



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15-DEC-16 at 2:00 PM

BID NUMBER: 304303

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BUYER:

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
31	315 Victor Torch Handle	4	Each		
32	336 Cubic Foot Argon Cylinder	6	Each		
34	381 Cubic Feet 75/25 Mix Argon/ CO2 Cylinder	6	Each		
35	390 Cubic Foot Acetylene Cylinder	6	Each		
38	747F40 LTEC Welding Gloves	10	Each	u -	
39	75 Cubic Feet Acetylene Bottle	4	Each		
40	790F66 Triple Flint Lighter	4	Each		
41	80 Cubic Feet Industrial Oxygen Cylinder	6	Each		
43	CA2460 Victor Cutting Tip	4	Each		
44	FW35 5/32" 6011 Welding Rod	200	Each		
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Bids will be received at the above mentioned address.	COMPANY:
TERMS OF PAYMENT:	SIGNATURE:
TELEPHONE NUMBER:	NAME AND TITLE:



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

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BID OPENING DATE AND TIME:

15-DEC-16 at 2:00 PM

BID NUMBER: 304303

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BUYER:

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

MAILL	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
45	FW38 1/8" 6011 Welding Rod	200	Each		
47	Helium Industrial (Balloon Grade) HE200 Per Cylinder	10	Each		
48	Liquid CO2 180 Cylinder 380lb With Gas Valve Take off Brainerd, Carver, Warner Park, South Chattanooga Pools (per Cylinder)	10	Each		
49	Liquid CO2 180 Cylinder Rental Per Month	10	Each		
50	Mig Welding Nozzle Gel	4	Each		
51	Mig-6 .035 1632C25 ESAB Welding Wire	33	Pound		
52	Mig-6 .045 1632C27 Welding Wire	33	Pound		
54	Nitrogen Size 300 (per cylinder)	5	Each		
56	Oxygen Medical OX USPD D Size (per cylinder)	200	Each		
58	Propane (BBQ Type Tank) PR20 20lb (per cylinder)	5	Each		

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BUYER:

PHONE #: (423) 643-7230 DELIVERY REQUIRED:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
59	SR450D Victor Oxygen Regulator	2	Each		
61	Tank Rental For Oxygen, Acetylene, Propane And Etc Per Month	4	Each		
62	Tillman Welding Gloves 24CL	12	Each		
63	Tillman Welding Gloves 24CM	12	Each		
69	Welco ER70S6 33lb .030 Mig Wire	12	Each		
70	Welco ER70S6 33lb .035 Mig Wire	6	Each		
71	Welding Tip Cleaner	20	Each		
72	6MFA #6 Heating Rosebud, Acetylene, Victor	10	Each		
73	MIG Nozzle 1/2 STD Flush ESAB	5	Each		
74	Contact Tip .045 ESAB MIG	10	Each		

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M	City of Chattanooga
Α	City of Chattanooga
1	101 East 11th Street, Suite G13
L	Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
75	Flap Disc 4 1/2" x 7/8 Z60 Weiler Tiger Disc	10	Each		
76	33lb Forklift Propane Flammable Liquid	20	Each		
77	Gloves, Work Econ. Leather Palm Gray Shoulder Split Cowhide	10	Each		
78	Contact Tip .035 Miller	10	Each		
79	TIG Glove Medium Pearl Kidskin 4" Cuff Tillman	10	Each		
80	Industrial Gases Not Listed above; Cost + % Markup	1	Each	 :	
81	Welding Supplies Not Listed Above; Cost + % Markup	1	Each		

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ALL BIDS MUST BE SIGNED — The undersigned offers the above quoted p	nce
under the conditions contained herein.	

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TERMS OF PAYMENT:	SIGNATURE:	
TELEPHONE NUMBER:	NAME AND TITLE:	

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 preced 1 and the provisions of paragraphs 1 through 6 in every subcontract so tha provisions will be requested of each subcontractor. The Contractor agrees City of Chattanooga of any subcontractor who refuses or fails to comply wi opportunity provisions. Any failure or refusal to comply with these provision Contractor and/or Subcontractor shall be a breech of this contract.			
		(Signature of Contractor)		
		(Title and Name of Construction 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:

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)	<u> </u>
(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