



PUBLIC NOTICE

City of Etowah Fire Department  
415 North Tenn. AVE, Etowah, Tn 37331/  
phone 423-263-9044 / fax 423-263-3184  
[etowahcm@cityofetowahtn.com](mailto:etowahcm@cityofetowahtn.com) [hafley@cityofetowahtn.com](mailto:hafley@cityofetowahtn.com)

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Release Date: June 25, 2018

Contact Name:  
Adam Hafley / Fire Chief 423-856-02187

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# RFP #2018-01 – BREATHING AIR COMPRESSOR, CASCADE, FILL STATION, AND INSTALLATION

## General Requirements

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### Intent

It is the intent of these specifications to select an experienced Contractor for the sale and delivery of one compressed breathing air compressor and related equipment for use by the City of Etowah Fire Department.

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### Bid Procedures

All bids shall be submitted to Etowah City Hall (hereafter the "City") and addressed to the Fire Chief Adam Hafley Etowah City Fire Department, 415 North Tennessee Ave. Etowah, Tn. 37331. Bids will be received until 3:00 P.M. on July 5, 2018 in the City Manager's Office, when they will be read publicly. Bids shall be in sealed envelopes clearly labeled "**RFP #2018-001 Compressed Breathing Air Compressor**". The City reserves the right to waive informalities or to reject any or all bids when such action is deemed in the best interests of the City. The City reserves the right to delete such items as it deems necessary from these proposals. Bidders are directed to be certain that they understand the terms and conditions as specified in this bid. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. Failure of the bidder to submit in writing with the bid exception(s) to the Cities specifications is sufficient grounds for disqualification and nullification of any prior award. The City reserves the sole right to reject bids that contain exceptions which are unacceptable to the City. No bids may be withdrawn, in whole or in part, without the written consent of the City. After the bids have been opened, costs and other considerations will be evaluated. Once evaluations have been completed, the Vendor that best meets the specifications will be selected for recommendation to the City Manager.

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### Bid Prices

Bids from all bidders shall remain in effect for a period of one hundred (100) calendar days from the date of the bid opening, unless written consent is provided by the City to withdraw. Bid prices shall be all inclusive; there shall not be any unilateral imposition of additional surcharges for fuel or deliveries.

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## **Right to Reject Proposals and Waive Informalities**

The City reserves the right to reject any or all proposals, to award the contract, not award the contract, split the award after review of the proposals, and award more than one contract. The City reserves the right to reject low proposals or to accept a higher proposal, to negotiate terms and conditions, to waive any irregularities and/or informalities, and to accept or reject any item or combination of items. The City has the right to award the project to the Bidder it deems to best serve the overall interests of the City and the City of Etowah Fire Department and reserves the right to accept or reject any or all proposals received in response to the Request for Proposals.

Any acceptance of a bid shall not be binding on the City until the award of contract has been approved by the Etowah City Manager, and until the Contractor has submitted the signed Contract, proof of insurance, and satisfied all acceptance conditions. The City reserves the right to continue to review, evaluate and investigate all bids and Contractors until there is a binding contract between the parties.

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## **Contractor Performance**

Failure of the Contractor to adhere to the specifications, prices, terms or conditions of its Agreement with the City may preclude the Contractor, at the Cities sole discretion, from bidding on future City bids, in addition to any action that the City may take as a result of the Contractor's failure to perform.

All items delivered as a result of this bid shall be provided to the complete satisfaction of the City of Etowah Fire Department. The City reserves the right to terminate any agreement upon ten (10) calendar day's written notice of failure by the Contractor to provide items to the satisfaction of the City of Etowah Fire Department.

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## **Nondiscrimination**

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Tennessee, or the City of Etowah.

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## **Hold Harmless**

The Contractor agrees to indemnify, defend and hold harmless the City of Etowah and its respective officers, employees, agents and/or servants against all demands, claims, actions

or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the City of Etowah resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the City of Etowah or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the City of Etowah or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the City of Etowah.

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## **Insurance**

The Contractor shall furnish a certificate of liability insurance to the City Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Tennessee. Insurance coverage shall remain in full force for the duration of the contract term, including any and all extensions, at the Contractor's cost and expense. Such certificate of insurance shall specify that the City of Etowah will receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided. All deductibles, if any, are the sole responsibility of the Contractor to pay and/or indemnify. The requirements of this section shall apply to the Contractor and to any and all subcontractors. Umbrella Liability insurance coverage to satisfy the limits of coverage required hereunder is acceptable.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence

Combined Single Limit for personal and advertising injury or property damage or both combined.

Such policy shall name the City as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$500,000 each accident for bodily injury by accident

- \$500,000 each employee for bodily injury by disease.

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## **Payment**

Payment for the items associated with this bid shall be made within thirty (30) days by the City, following the receipt of all invoiced items to the satisfaction of the City of Etowah and upon submission of an invoice to the Etowah City Hall, 415 North Tennessee Ave, Etowah, TN. 37331.

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## **Dispute Resolution**

The sole remedy for any claim, dispute, or other matter in question arising out of or related to any Agreement resulting from this bid will either be by mediation or by legal or equitable suit. No party shall be entitled to arbitration for any claim, dispute or other matter in question.

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## **Storage and Handling**

All materials and equipment shall be delivered, handled and stored in a manner which prevents the intrusion of foreign materials and damage by breakage or weather. Such storage, delivery, and handling shall not interfere with City operations nor impede access to any public areas. All equipment shall be stored in a clean, dry location. Material which is damaged shall be replaced with new material at no additional cost to the City.

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## **Questions**

All questions and RFIs (Requests for Interpretation) regarding this bid shall be addressed to Fire Chief Adam Hafley in writing, either by fax to 423-263-3184 or e-mail at [hafley@cityofetowahtn.com](mailto:hafley@cityofetowahtn.com), and shall be received no later than three business days prior

to the bid opening date to allow for the timely preparation and posting of addenda. Questions received and the decisions regarding each question shall be set forth in a written addendum. Any addenda shall be posted on the Cities website in accordance with the section on Bid Procedures above. No oral interpretations shall be made to any respondent as to the meaning of any portion of the bid documents.

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### **Freedom of Information**

All bids and any related submittals to the City are subject to the requirements of the State of Tennessee Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other manner.

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### **Contract Funds**

Any contract awarded under this Request for Proposal is expected to be funded in part by City funds and/or a grant from FEMA - Department of Homeland Security (DHS). Neither DHS nor any of its departments, agencies or employees shall be a party to this Request for Proposal or any resulting contract.

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## **CITY OF ETOWAH, TN. COMPRESSED BREATHING AIR COMPRESSOR, CASCADE SYSTEM, AND SCBA FILL STATION SPECIFICATIONS**

### Purpose

The purpose of these specifications is to establish the Cities minimum acceptable requirements for one fully operational compressed breathing air compressor, cascade, and SCBA fill station containment system, for use by the City of Etowah Fire Department.

### Abbreviations

The abbreviations and acronyms used in this specification and the meaning of each, is as follows:

SCBA	Self-Contained Breathing Apparatus
PSI	Pounds per Square Inch
NFPA	National Fire Protection Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
OSHA	Occupational Safety and Health Administration

### Requirements

1. Compressor shall be a minimum 6000 psi, 10 horsepower, capable of producing Class D breathing air.
2. Cascade system shall be an ASME system rated for 6000 psi, with a regulator to allow filling of 4500 psi DOT bottles.
3. SCBA fill station/containment system shall be capable of holding a minimum of three 45 minute, 4500 psi SCBA cylinders for refilling purposes. Containment chamber must have been tested to contain a 75 minute/111 cubic foot 5500 PSI BAC for maximum safety per NFPA 1901
4. One (1) integrated combo CO and moisture monitor.
5. Four (4) 6000 psi ASME storage cylinders
6. Automatic storage refill.
7. Capability of remote mounting compressor controls.
8. Unit must have smart fill capabilities.

Bidders are instructed that these specifications are the minimum acceptable specifications. Any specifications or features that exceed these minimum specifications are to be documented and detailed separately under a heading: **ADDITIONAL SPECIFICATION DETAILS**. Anyone who submits specifications that do not meet these minimums will be disqualified.

#### Warranty

The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of at least three years or 1200 hours, based on prescribed service and maintenance

#### Installation

Set up new compressor fill station and bottles in existing fire hall location, perform start-up on unit, bring up online.

#### Delivery and Training

It is the responsibility of the bidder to deliver and install all items, to make certain that all items are fully operational and to train City of Etowah Fire Department members in the use of all items. Compressor, cascade system and SCBA fill station containment system shall be delivered and installed at City of Etowah Fire Department, 100 Robinson Street, Etowah, TN 37331

#### Standards

All items shall meet applicable NFPA, ASTM, OSHA and Department of Labor standards for breathing air systems that are in effect at the time of delivery to the City of Etowah Fire Department. Items shall be tested for air quality by a third party laboratory, who shall certify to the City that the standards regarding air quality have been met.

#### All Inclusive Price

All costs associated with the equipment specified, including delivery, training, testing, and installation of the system shall be included in the bid amount.

#### Qualifications

The City shall accept bids from experienced compressed breathing air equipment vendors who have sold similar (as determined by the City) breathing air compressors, cascade

systems and SCBA fill station/containment systems to a minimum of three other Tennessee Fire Departments.

**CITY OF ETOWAH FIRE DEPARTMENT COMPRESSED BREATHING AIR  
COMPRESSOR, CASCADE SYSTEM; AND SCBA FILL STATION**

**BID FORM**

City of Etowah Fire Chief  
City of Etowah Fire Department  
415 North Tennessee Ave  
Etowah, TN 37331

In accordance with the specifications, the undersigned submits the following bid to supply and deliver fully operational compressed breathing air compressor, cascade system, and SCBA fill station containment system for use by the City of Etowah Fire Department:

BASE BID

A. Unit price for all items specified, including delivery, training and testing, for the amount of:

\$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model/Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(attach **ADDITIONAL SPECIFICATION DETAILS** if necessary)

(attach **ADDITIONAL SPECIFICATION DETAILS** if necessary)

This Bid Form must be signed on the following page in order to be considered a legal offer to the City.

The undersigned states that this bid is made in good faith and is not founded on, or in consequence of any collusion, agreement or understanding between themselves or any other interested party.

SUBMITTED FOR:

SUBMITTED BY:

Firm

Signature \_\_\_\_\_

Address

Print  
Name \_\_\_\_\_

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Title \_\_\_\_\_

Telephone \_\_\_\_\_

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