



**CITY OF KNOXVILLE**  
 OFFICE OF THE PURCHASING AGENT  
 P.O. BOX 1631  
 400 MAIN ST., ROOM 667  
 KNOXVILLE, TN 37901

**QUOTATION SHEET**

**THIS IS NOT AN ORDER**

DATE: 04/27/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **525671,1**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE QUOTING. QUOTE ON THIS FORM ONLY.  
 QUOTE PRICE ON ITEMS LISTED OR EQUAL.

**\*\*ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE \*\***

Merchandise to be delivered to : See Contract Agreement

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,  
 until 05/04/2018 02:30:00 PM

**Onsite Testing of Aerial Ladders**

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Testing and Certification of Water Tower Engine 2 as stated in attached specifications.					
2	10 Each	Testing & Certification of Aerial (Ladder Platform): L-1, L-3, L-9, L-15, L-20, RL-1, RL-2 Quint (Aerial Device Test Only) and In-line Quints: Q-4, Q-7, Q-10 as stated in attached specifications.					

Please enter all pricing on attached quote sheet

**IMPORTANT - State Merchandise**

Delivery Date Here: \_\_\_\_\_

Buyer Name: Blackburn, Linda  
 Phone: 865-215-2074  
 Fax: (865) 215-2277  
 Email: lblackburn@knoxvilletn.gov

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Print Signed Name)

\_\_\_\_\_  
 (Phone Number)

## Request for Quote

*This is not a sealed bid. Quotes can be emailed or faxed to the Office of the Purchasing Agent. See instructions below.*

The City of Knoxville requests your quoted price for onsite inspection; nondestructive testing; and certification of aerial ladders for the Knoxville Fire Department.

The following specifications are for the furnishing of all travel/expenses, insurance, supervision, materials, equipment, delivery and labor necessary to safety test; inspect; and certify (5) aerial Ladder Trucks; (3) Quints; (2) Reserve ladder trucks and (1) teleboom/water tower truck, to current NFPA 1911 and NFPA 1932 standards, onsite at the Knoxville Fire Department Training Academy, located at 3411 Vice Mayor Jack Sharp Road, Knoxville, Tennessee.

This agreement will be for one year, with option to extend, for two additional years, one yearly service at a time, for a total of three years at the same terms and conditions, subject to written agreement of both parties.

### SCOPE OF WORK:

Contractor must meet all requirements of ISO/IEC 17020; be ISO accredited; and complete all work to NFPA standards.

Test criteria will be based on specifications found in the most current version of NFPA standard 1911 and NFPA standard 1932.

Contractor will safety test, inspect and certify the following ladders;

- L-1, L-3, L-9, L-15, and L-20 (Total 5 each)
- Reserve ladders: RL-1 and RL 2 (Total 2 each)  
Both RL-1 & RL-2 are quint. (\*See below for additional information.)
- In-line quint: Q-4, Q-7 and Q-10 (Total 3 each)
- Teleboom/Water Tower Engine 2 (\*See below for additional information) (Total 1 each)

\*1. A quint is an aerial ladder truck that also has a pump. Only the aerial device is to be tested.

\*2. Engine 2 has an "emergency/escape" ladder attached to the side of the "teleboom/water tower" which is intended for extreme, emergency situations for firefighters.

Upon completion of inspection Contractor will provide an onsite test report; review the results of the test with KFD personnel and provide any certification documentation required.

At minimum the tests will include the following:

Aerial Visual Inspection, Load Test, Functional & Operational Test, NDT of Critical Areas (1 year annual), On Site Test Report and Review

Water Tower Squirrt/Snorkel Visual Inspection, Functional & Operational Test, NDT of Critical Areas (1 year annual); On Site Test and Review. Water Tower Engine #2 may need load test with rated capacity. (State cost to perform the load test on Engine #2 as a separate charge.)

Contractor will replace heat sensors, Danger/Angle/Electrical placards, and GL warning labels as necessary. List cost to provide these items as a separate charge.

The City will;

- deliver all equipment to the Knoxville Fire Department, Training Academy, at 3411 Vice Mayor Jack Sharp Road, Knoxville, Tennessee; and
- provide driver/operator for aerial inspection.

**TRAVEL EXPENSES:**

Price is to include any and all lodging and travel expenses.

**SCHEDULING:**

Unless otherwise stated and agreed all work must be completed on consecutive business days.

It is preferred that all inspections be completed before June 30, 2018. If bidder cannot complete inspections by this date, he/she shall so state, and list earliest guaranteed completion date for consideration.

**PAYMENT TERM:**

The standard payment term for the City of Knoxville is NET 30 days from receipt of invoice.

**MODIFICATIONS:**

If modifications to this document are necessary, such changes will be made in the form of an addendum, posted to the Purchasing website: [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). It is the vendor's responsibility to review the website to ascertain whether such addenda have been posted.

**CONTINGENCY:** The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

**INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that quotes are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**REQUIRED INSURANCE:** When applicable and prior to the commencement of the contract,  
**Request for Quotes –Onsite Testing of Aerial Ladders-0518**

contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- D. **Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental

Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

## **INDEMNIFICATION CLAUSE**

The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

## **TERMINATION CLAUSE**

1. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization

of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

2. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
3. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
4. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**In order for your quote to be considered for award, your completed form must be received by the Purchasing Office via email, fax, or hard copy no later than 2:30 p.m. (Eastern Time) on Friday, May 4, 2018. Late submissions shall not be accepted.**

Prior to submitting their quotes, vendors are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).

By submitting a quote to the City of Knoxville, the submitter warrants the following:

1. The quote is good for 60 days.
2. The Quoter is licensed to conduct business.
3. The Quoter will use environmentally friendly products and services whenever possible.
4. The Quoter has not entered into any collusion with any person in respect to the pricing of this order or any other.
5. The Quoter represents and agrees to the insurance requirements, termination clause, and indemnification clause attached to this document.
6. The Quoter, to the best of its knowledge and belief, does not engage in investment activities in Iran and is not on the list created pursuant to T.C.A § 12-12-106 (available at [https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf))
7. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

Please send your written quote to either the email address or fax number shown below:

Linda Blackburn

Senior Buyer

City of Knoxville

**[lblackburn@knoxvilletn.gov](mailto:lblackburn@knoxvilletn.gov)**

FAX: (865) 215-2277

**Request for Quotes –Onsite Testing of Aerial Ladders-0518**

## QUOTE SECTION

Having carefully examined the scope of work detailed above, and having familiarized ourselves with the existing conditions for inspection; nondestructive testing; and certification of aerial ladders to current NFPA 1911 and NFPA 1932 standards for the Knoxville Fire Department, we hereby propose to furnish all travel, supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sums:

	Quantity		Price Per Unit		=	Total
Aerial (Ladder Platform) L-1, L-3, L-9, L-15, L-20, RL-1 – Quint (Aerial Device testing only) RL-2 and In-line quints – Q4, Q7, & Q10	10	x	_____		=	_____
Water Tower Eng. 2	1	x	_____		=	_____

**OPTIONAL**

Load Test for Water Tower With Rated Capacity-Eng. 2	1		_____		=	_____
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Heat Sensors-As needed Cost Per Each \_\_\_\_\_

GL Warning Labels Cost Per Each \_\_\_\_\_  
Danger/Angle/Electrical placards

Bidder guarantees that all inspections will be completed by \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature of Quoting Official: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_