

THE CITY OF MURFREESBORO INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: September 8, 2014

BID TITLE: FIRE HOSES: TYPES LDH, 8D & HFX

CITY CONTACT PERSON: Assistant Chief Kaye Jernigan

TELEPHONE NUMBER: (615) 893-1422

FAX NUMBER: (615) 848-3201

E-MAIL ADDRESS: kjernigan@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager's Office
ATTN: FIRE HOSES
Located on the First Floor of City Hall
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: October 7, 2014

BID OPENING TIME: 3:00 p.m., Murfreesboro Tennessee local time

**Murfreesboro Fire & Rescue Department
Murfreesboro, Tennessee
Invitation to Bid
FIRE HOSES**

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1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. The City of Murfreesboro is seeking bids for the purchase of fire hoses—Types LDH, 8D and HFX—for the Murfreesboro Fire & Rescue Department in accordance with the specifications set forth in Section 2 of this ITB. Sealed bids will be received by the City of Murfreesboro at the Office of the City Manager, located on the first floor of City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until 3:00 p.m. local time on October 7, 2014, at which time the bids will be opened.
- 1.1.2. Bids may be mailed or delivered to the City of Murfreesboro, Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, TN 37133-1139. Attached are the specifications and bid form for the purchase of fire hoses for the Murfreesboro Fire & Rescue Department. All bids shall be submitted on the attached bid form in sealed envelopes with “**FIRE HOSES**” on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person’s written signature as well. The City will not accept bid responses submitted by fax or electronic mail.
- 1.1.3. Bid responses must be received and acknowledged in the City Manager’s Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for October 7, 2014 at 3:00 p.m. local time in the Office of the City Manager located on the first floor of City Hall. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the City Manager’s Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City’s Contact Person.
- 1.1.5. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) calendar days prior to the bid opening date.
- 1.1.6. There may be one or more amendments to this ITB. If you desire to receive copies or notices of any such amendments, you must complete and submit the Contact Information Form included in the ITB. Please send this information to the contact person listed above via fax or e-mail. The

City will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.

- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

- 1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. A bidder may propose a substitute article(s) so long as the substitution is "equal or better", of comparable quality, and similar in design and appearance to the article(s) specified in Section 2.2. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 1.2.5. Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, serviceability and suitability of the

substitute. The City reserves the right to be the sole judge in making such determination.

- 1.2.6. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item(s) is(are) equal and/or better, of comparable quality, and similar in design and appearance to the item(s) specified in Section 2.2. The City will attempt to give the bidder notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.7. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.8. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) calendar days after bid opening.
- 1.2.10. Bid responses may be modified by written notice received and acknowledged by the City Manager's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 1.2.11. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses, samples, and their accompanying documentation will become the record of the City.
- 1.2.12. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 1.2.13. If the bid submittal consists of multiple pages, bidder shall provide two electronic versions of such bid submittal.

1.3. Bid Award

- 1.3.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the

contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

- 1.3.2. The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.
- 1.3.3. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. The City reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.
- 1.3.4. The successful bidder shall provide the hoses in accordance with orders placed by the City. **The bid price shall include all parts, labor, accessories and any other standard equipment necessary to make these items function as intended. Pricing for each component shall be effective for the four-year term of the contract.**
- 1.3.5. To submit a bid implies consent to the terms as set forth in this bid.
- 1.3.6. Any items bid deemed not of equal and/or better and of comparable quality and similar in design and appearance as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:
 - a. The ability of the bidder to perform the contract or to provide the material for service required;
 - b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - c. The character, integrity, reputation, experience and efficiency of the bidder;
 - d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - e. The ability of the bidder to provide future maintenance and/or service for the subject of the contract;
 - f. Terms and conditions stated in bid;
 - g. Compliance with specifications or the ITB;

- h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
 - i. Bidder's past performance with the City.
- 1.3.7. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City. **The City may award a contract or contracts based on the price of an individual hose, the total price of a category of hoses, or the total price of all items across all three (3) hose categories.**
- 1.3.8. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.9. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.
- 1.3.10. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). **If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid.** Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract

upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.

- 1.4.2. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.3. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.4.4. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.5. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.
- 1.4.6. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.7. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.8. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 1.4.9. Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the City.

- 1.4.10. The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) calendar days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this ITB.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by the City within thirty (30) days after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

- 1.6.2. All items must be available for delivery within thirty (30) days of bid award. Delivery of an item shall be made within sixty (60) days of the placement of the order, whichever occurs later.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. Deliveries resulting from this ITB are to be made during the normal working hours of the City, 8:30 a.m. through 4:30 p.m., Monday through Friday. Deliveries shall be made to the Murfreesboro Fire & Rescue Administration Building, located at 220 N.W. Broad Street, Murfreesboro, TN 37130.
- 1.6.4. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.

2.1. Overview

- 2.1.1. It is the intent of these specifications to secure fire hoses—Types LDH, 8D and HFX—for the Murfreesboro Fire & Rescue Department.
- 2.1.2. The specifications are intended to identify desired characteristics and quality. Products that are equal or better, of comparable quality, and similar in design, function, and performance to the specified items will be considered. If a bidder wishes to know in advance of submitting its bid if a substituted product will be deemed of equivalent quality, it may submit a sample of the product and information concerning how the product differs from the specification to Assistant Chief Kaye Jernigan. Substituted product(s) and information must be submitted at least five (5) working days in advance of bid opening for a pre-bid opinion of equivalency. Alternatively, bidders may be required to submit the product and information for review after the bid opening and prior to acceptance.
- 2.1.3. Each bidder shall show a unit price on each item and an extended price on estimated quantities.
- 2.1.4. **The City shall have the discretion to award one or more contracts based on the price of an individual item, the total price of a category of items, or the total price of all items across all three (4) categories.**
- 2.1.5. **Actual quantities could be more or less than estimated. The City does not guarantee the purchase of any specific or minimum quantity of any item during the term of this agreement but agrees not to purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet service and delivery requirements.**

- 2.1.6. The City is not subject to sales tax.
- 2.1.7. The contract period shall be for one (1) year and shall be subject to automatic renewal for up to three (3) additional one-year terms, unless the City exercises its right to terminate the contract.
- 2.1.8. The City reserve the right to reject any bid if, in the sole discretion of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and capable of carrying out the obligation of the contract and bid documents and provide the products contemplated therein.

2.2. General Specifications Applicable to All Hoses

- 2.2.1. Country of Manufacture. All hoses and couplings shall be 100% made in the USA. No exceptions.
- 2.2.2. Warranty. All hoses shall have a manufacturer's warranty against defects in material or workmanship for a period of not less than ten (10) years. **A copy of the manufacturer's warranty for each product bid must be included in the bid response.**
- 2.2.3. Colors. Hoses shall be available in multiple colors.
- 2.2.4. Stenciling. Each section hose shall be stenciled at no cost Murfreesboro Fire & Rescue.
- 2.2.5. Delivery. Hoses shall be delivered NO LATER than sixty (60) days after order is placed.

2.3. Large-Diameter Hose (LDH) Specifications

- 2.3.1. Hose Construction. The hose shall be extruded through-the-weave large-diameter hose with a reinforced-woven-polyester jacket. The hose shall remain flexible to temperature as low as -5 degrees F and be highly resistant to ozone and oxidation and most chemicals. The hose shall be manufactured in accordance with NFPA 1961 standards, latest edition within ISO-9001 certified quality assurance system.
- 2.3.2. Couplings. The hose shall have aluminum 5" Storz couplings.
- 2.3.3. Hose Size. Hoses must be available in the following sizes: (1) 5" x 100'; (2) 5" x 50'; and (3) 5" x 25'.
- 2.3.4. Hose Weight. Hose weight SHALL NOT EXCEED 87 lbs. per 5" x 100' section.
- 2.3.5. Service Test Pressure. The hose shall be manufactured to a test pressure of 200 psi.

- 2.3.6. Proof/Acceptance Test Pressure. The hose shall be manufactured to a proof test pressure of 400 psi.
- 2.3.7. Burst Pressure. The hose shall be manufactured to burst pressure of 600psi.
- 2.3.8. All hose must meet NFPA 1961 Standards.

2.4. Type 8D Hose Specifications

- 2.4.1. Hose Construction. The hose shall be a municipal-grade, polyester double-jacket hose with an EPMD rubber liner. The hose shall be treated with Dura-Cote or equivalent treatment. The hose shall remain flexible to temperature as low as -40 degrees F and be highly resistant to ozone and oxidation. The hose shall be manufactured in accordance with NFPA 1961 standards, latest edition within ISO-9001 certified quality assurance system.
- 2.4.2. Couplings. The hose shall have aluminum NH/NST threads.
- 2.4.3. Hose Size. Hoses must be available in the following sizes: (1) 1 3/4" x 50'; and (2) 2 1/2" x 50' in length.
- 2.4.4. Hose Weight. Hose weight SHALL NOT EXCEED 17 lbs. per 1 3/4" 50' section and 28 lbs per 2 1/2" section.
- 2.4.5. Service Test Pressure. The attack handline shall be manufactured to a test pressure of 400 psi.
- 2.4.6. Proof/Acceptance Test Pressure. The attack handline shall be manufactured to a proof test pressure of 800psi.
- 2.4.7. Burst Pressure. The attack handline shall be manufactured to a burst pressure of 1200psi.
- 2.4.8. All hose must meet NFPA 1961 Standards.

2.5. Type HFX Hose Specifications

- 2.5.1. Hose Construction. The hose shall be an extruded thru-the-weave, nitrile rubber fire hose. The hose shall be highly resistant to both contact and radiant heat. The hose shall remain flexible to temperature as low as -5 degrees F and be highly resistant to ozone and oxidation and most chemicals. The hose shall be manufactured in accordance with NFPA 1961 standards, latest edition within ISO-9001 certified quality assurance system.
- 2.5.2. Couplings. The hose shall have aluminum NH/NST threads.
- 2.5.3. Hose Size. Hoses must be available in the following size: 1 3/4" x 100'.

- 2.5.4. Hose Weight. Hose weight SHALL NOT EXCEED 17 lbs. per 1 3/4" 100' section.
- 2.5.5. Service Test Pressure. The attack handline shall be manufactured to a test pressure of 300 psi.
- 2.5.6. Proof/Acceptance Test Pressure. The attack handline shall be manufactured to a Proof Test Pressure of 600 psi.
- 2.5.7. Burst Pressure. The attack handline shall be manufactured to a Burst Pressure of 900 psi.
- 2.5.8. All Hose must meet NFPA 1961 Standards.

3. BID FORM

Murfreesboro Fire & Rescue Department Fire Hoses

All prices must include all costs. Costs included in the bid prices shall include material, labor, accessories freight, and delivery.. Pricing for each item shall be effective for four (4) years from date of bid award. The City is not subject to sales tax.

The City shall have the discretion to award one or more contracts based on the price of an individual item, the total price of a category of items, or the total price of all items across all three (3) categories.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted it will furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

3.1. Large-Diameter Hose (LDH)				
Item #	Item Description	Anticipated Quantity	Unit Price	Total Price
1	5" x 100' hose	100		
2	5" x 50' hose	3		
3	5" x 25' hose	3		
TOTAL BID PRICE FOR LDH				
3.2. Type 8D Hose				
Item #	Item Description	Anticipated Quantity	Unit Price	Total Price
4	1 3/4" x 50' hose	102		
5	2 1/2" x 50' hose	36		
TOTAL BID PRICE FOR TYPE 8D				

3.3. Type HFX Hose				
Item #	Item Description	Anticipated Quantity	Unit Price	Total Price
6	1 3/4" x 100' hose	3		
TOTAL BID PRICE FOR TYPE HFX				

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm:

Form of Business:

Authorized Signature and Date:

Name Printed and Title:

Address:

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Delivery Date: _____

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail

or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title _____

Company name _____

Mailing address _____

Phone number _____

Fax number _____

Company Contact Person _____

ATTACHMENT A – SAMPLE CONTRACT

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
[INSERT CONTRACTOR NAME]
FOR PURCHASE OF FIRE HOSE**

This contract is entered into on this ___ day of _____ 2014, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and _____, a corporation of the State of _____, ("Contractor"). This contract consists of the following documents:

- **Invitation to Bid ("ITB") issued _____;**
- **Bid specifications issued _____;**
- **Contractor's Bid Response dated _____; and**
- **This Contract.**

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. ***Any properly executed amendment or change order to this contract (most recent with first priority)***
 2. ***This Contract***
 3. ***Invitation to Bid & Bid Specifications***
 4. ***Contractor's Bid Response.***
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the hoses for the Murfreesboro Fire & Rescue Department as set forth in the attached Bid Specifications and Response Form.
 2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties. The initial contract period shall be for a one-year term, and shall be subject to an automatic renewal for up to three (3) additional one-year terms, unless the City exercises its right to terminate the contract.
 3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City within thirty (30) days after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - 3.2. **Time is of the essence.** All items must be available for delivery within thirty (30) days of bid award. Deliveries of all items shall be made within thirty (30) calendar days of placement of order to the Murfreesboro Fire Department, Fire Administration Building, located at 220 N.W. Broad Street, Murfreesboro, TN 37130, Tel.: (615) 849-2664. Contact Person, Assistant Chief Kaye Jernigan, must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

- 3.3. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail(s) to meet the specifications as stated in the Invitation to Bid.
- 3.4. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in the ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 3.5. Returns may be made via direct pickup by Contractor’s representative, or by commercial carrier at the Contractor’s discretion. If a commercial carrier is used, Contractor shall be responsible for paying shipping costs for the return of merchandise, as well as any replacement costs for items lost in transit.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid. All prices/charges shall include all costs, including material, labor, accessories, freight, and delivery.
5. **Warranty.** All items purchased pursuant to this Contract shall have a manufacturer’s warranty against defects in material or workmanship for a period of not less than ten (10) years from the in-service date. During such warranty period, the Contractor shall replace at no charge, any defective or unsatisfactory items.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) calendar days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

11. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
12. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
13. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
14. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
15. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
17. **Indemnification and Hold Harmless.** Contractor shall indemnify, defend, and hold harmless City, its officers, agents and employees from:
 - 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

19. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
20. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
21. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
22. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
23. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
24. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
25. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

26.1. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

26.2. Notices to Contractor shall be sent to:

Contractor:
Attention:

Address:

26. **Effective Date.** This contract shall not be binding upon the parties until it has been signed by Contractor, approved by the City Council, and signed by the Mayor. When it has been so approved and signed, this contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

CONTRACTOR NAME

By: _____
Shane McFarland, Mayor

By: _____
INSERT NAME & TITLE OF SIGNING OFFICER

Approved as to form:

STATE OF _____)
: ss
COUNTY OF _____)

Susan Emery McGannon, City Attorney

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

Adam F. Tucker, Staff Attorney

WITNESS MY HAND and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____