



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on electrical maintenance service for the repair of the Town's Water and Wastewater equipment. Bidders shall submit sealed quotations in the format specified in the invitation to submit quotations no later than **10:00 a.m. September 28, 2017** at which time the bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall, 315 S. Lowry, Smyrna, TN during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Annual Sealed Bid Electrical Service
September 28 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

All bidders shall comply with the Tennessee Contractors Licensing Act of 1976 and as amended (TCA Title 62), Section 62-6-119.

Verbal quotations, faxed quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: September 14, 2017

COMPANY

TABLE OF CONTENTS

		PAGE
SECTION I	General Information	3
SECTION II	Scope of Electrical Journeyman Service	4
SECTION III	Price Quotation Electrical Journeyman	9
SECTION IV	Bid Specifications Compliance	12

SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna will accept quotations for a contractor that provides maintenance service for the repair of the Town's water and wastewater plants. Initial contract is to be effective upon council approval through June 30, 2017. The contractor shall provide electrical services.

Billing address for each plant:

Water Treatment Plant

Town of Smyrna
ATTN: Kevin Relford
315 S Lowry St
Smyrna, TN 37167

Wastewater Treatment Plant

Town of Smyrna
ATTN: Leland Noble
315 S Lowry St
Smyrna, TN 37167

Questions for the Water Plant should be directed to Kevin Relford 615-459-3574 or e-mail: kevin.relford@townofsmyrna.org.

Questions for the Wastewater Plant should be directed to Leland Noble 615-459-6439 or e-mail: leland.noble@townofsmyrna.org.

PLANT LOCATIONS:

Smyrna Water Treatment Plant
156 Sharp Springs Road
Smyrna, TN 37167

Smyrna Wastewater Treatment Plant
100 Jack Hunter Parkway
Smyrna, TN 37167

- B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications. A copy of required certifications and / or license should be attached to the bid document.
- D. Section IV, V and Contract Agreement shall be completed and included as an integral part of each bidders proposal. Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreement shall be signed and attested (but not dated) by the proper business representative and submitted with the bid proposal.
- E. Freight shall be paid by vendor and should be included in bid to include pick-up and delivery of equipment from plant location.
- F. The Town is a tax exempt organization.
- G. The Town reserves the right to select the bid that is in the best interest of the Town.
- H. Mail is delivered after 11:00 a.m. Monday through Friday.
- I. If you or your company wishes to be retained on the bid list please return either a bid or a "No Bid" response to this invitation.
- J. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.

K. Tennessee General Contractor's License Law

Bidding will be in accordance with the Tennessee General Contractor's Licensing Law. Bidders on construction in the amount of \$25,000.00 or more must be licensed contractors as required by the Contractor's Licensing Act of 1976 (Rev. 1986), Public Chapter No. 822 of the General Assembly of the State of Tennessee. Bids greater than \$25,000 shall contain the following information: the bidder's name, license number, expiration date, and that part of classification applying to the bid on the outside of the sealed bid in accordance with T.C.A. § 62-6-119. Bids not conforming with this provision shall be disqualified.

- L. By submission of this bid, each bidder/proposer 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 T.C.A. § 12-12-106 Iran Divestment Act.

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

SECTION II- SCOPE OF ELECTRICAL JOURNEYMAN SERVICE

THE PURPOSE OF THIS BID IS TO OBTAIN A CONTRACTOR TO PROVIDE ELECTRICAL JOURNEYMAN SERVICE FOR THE REPAIR OF THE TOWN'S WATER AND WASTEWATER ELECTRICAL EQUIPMENT. ALL BIDDERS MUST POSSESS A VALID TENNESSEE ELECTRICAL CONTRACTOR'S LICENSE.

Upon mutual agreement of both parties, the bid quotes may be renewed by the Town of Smyrna for a period of two successive one year periods under the same price, terms, and conditions as submitted in this proposal.

TOWN OF SMYRNA, WATER AND WASTEWATER
PLANTS, COLLECTION AND DISTRIBUTION SYSTEM
ELECTRICAL JOURNEYMAN SPECIFICATION

Electrical Journeyman work required in this bid consists of furnishing labor, equipment and materials necessary to install or repair electrical systems. This includes but is not necessarily limited to:

1. Electrical Demolition.
2. Installation and / or modification of electrical distribution systems and service entrances.
3. Installation of conduit, cable tray, wire way conductors and equipment.
4. Branch Circuits and connections to electrically operated equipment.
5. Perform electrical testing and thermography.

1. All Installations shall comply with the following:

- A. All applicable local and state wiring ordinances.
- B. The National Electrical Code.
- C. The 2006 International Mechanical Code w / local amendments.
- D. 2006 International Building Code w/ local amendments.
- E. 2006 National Fire Alarm Code / NFPA 72.
- F. 2006 International Plumbing Code w / local amendments.

G. 2006 National Fire Codes (NFPA Standards).

2. The following industry standards, specifications and codes shall be established as a minimum requirement for all projects.
 - A. ANSI American National Standards Institute
 - B. IEEE Institute of Electrical & Electronics Engineers
 - C. NEC National Electric Code
 - D. NEMA National Electrical Manufacturers Association
 - E. NFPA National Fire Protection Agency
 - F. UL Underwriter's Laboratory
3. During normal conditions, completion of repairs must occur within 5 working days of the receipt of a work order for equipment. The time limits may be extended for good cause by authorization of the Plant Manager. Due to the nature of services provided to the community by the Town, emergency repairs may occasionally be required. Around-the-clock, three shift repair work will be requested by the Department during these situations. Emergency repairs must be in progress within four (4) hours after authorization.
4. All repair and installations will require quality workmanship and aesthetics. A 90 day warranty against defects in materials and workmanship shall be provided by the Contractor for all repair work. A 1 year warranty against defects in materials and workmanship shall be provided by the Contractor for new work.

Invoices shall be detailed with all work performed. Each invoice shall display an accurate account of all materials and labor cost to include all invoices for all materials purchased for each project and shall be attached to final vendor invoice. Labor shall be detailed by craft and the number of hours. Invoices shall also include details of all work performed and have a copy of the Vaughan's Price Guide relevant to work performed attached to the invoice.

If there is conflict between this specification and normal shop practice prior approval by Plant Manager is required for any changes. All work to be done in a workmanlike manner and in accordance with best trade practices and procedures. All invoices shall include original invoice for materials.

Contractor must provide adequate proof of insurance with the bid.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.
- b. The Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the Town of Smyrna.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- e. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Contractor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Contractor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

The Certificate of Insurance naming the “Town of Smyrna” as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Kay Charles
315 S Lowry St
Smyrna, TN 37167

It can also be submitted electronically to kay.charles@townofsmyrna.org.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Contractor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Contractor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in Contractor's performance of this Agreement.

The contractor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the contractor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

APPLICABLE LAW:

Any contract resulting from this RFP shall be governed by and construed under the laws of the State of Tennessee.

SECTION III - PRICE QUOTATION

Electrical Journeyman Price Quotations

- A. Labor rate \$ _____
- B. Percentage of markup on materials _____ %

The vendor's invoice must disclose adequate information on items A and B, a description of work performed, results of inspection and test, and return old bearings, if applicable, to the Plant Manager before payment is made.



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 20__, by and between _____, a _____ (the “Bidder”) and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the “Town”) for the purpose of _____.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the “ISQ”), and which Quotation from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the “Quotation”); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the “Bid Documents”); and

WHEREAS, the Town now desires to accept the Bidder’s quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder’s quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

7. Applicable Law / Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BIDDER:

By: _____

Title: _____

ATTEST:

TOWN OF SMYRNA, TENNESSEE

By: _____

Name: Mary Esther Reed

Title: Mayor

ATTEST:

Dianne Waldron, Town Clerk

SECTION IV - BID SPECIFICATIONS COMPLIANCE

Unless otherwise noted, all bids for the maintenance service for the repair of the Town's water and wastewater equipment shall be in complete accordance with the specifications detailed herein. Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this proposal. Bidders should provide complete detail of exceptions or deviations.

At the Town of Smyrna's discretion, a detailed shop evaluation may be performed by chosen Town of Smyrna delegates. This shop inspection could disqualify potential bidders that lack shop or other specification qualifications.

Proposal Exceptions

Section	Brief Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

COMPANY

FAX NUMBER

REPRESENTATIVE NAME & TITLE

TELEPHONE NUMBER

SIGNATURE

E-MAIL ADDRESS