



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on the purchase, site maintenance and inspection of fire extinguishers for the Fire Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **3:00 p.m. May 17, 2018** at which time 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 No bid may be withdrawn after the scheduled closing time for a period of 90 days.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 during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Bid on Annual Fire Extinguisher Services/ May 17 @ 3:00 p.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.

Verbal 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.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: May 3, 2018

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to purchase fire extinguishers, obtain on-site maintenance and inspections for all Town locations for the term of July 1, 2018 to June 30, 2019.

Smyrna Town Hall
315 South Lowry Street
Smyrna, TN 37167

Smyrna Fire Department
145 South Lowry Street
Smyrna TN 37167

Questions should be directed to James Lawrence 615-459-9735 or e-mail:
james.lawrence@townofsmyrna.org.

- 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. The Town reserves the right to select the best individual unit price. No bid may be withdrawn after the scheduled closing time for a period of 90 days.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.
- D. Section II, III, and Contract Agreement shall be completed and included as an integral part of each bidders proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid. The Town is a tax exempt organization.
- F. Mail arrives after 11:00 a.m. Monday through Friday.
- G. 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.
- H. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.
- I. 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 - SPECIFICATIONS AND PRICE QUOTATION FOR FIRE EXTINGUISHER SERVICES

THIS ORDER IS TO BECOME EFFECTIVE JULY 1, 2018 AND TO EXPIRE JUNE 30, 2019. However, upon mutual agreement of both parties, the bid proposal 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 in the original proposal.

Contract Agreement

Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreements shall be signed and attested, but not dated, by the proper business representative and submitted with the bid proposal. An executed contract will be forwarded to winning vendor after Council approval.

NEW EXTINGUISHERS If you are unable to hold a quote for a year due to expected price increases, please disclose how many days you can maintain the quoted price.

ESTIMATED NUMBER OF FIRE EXTINGUISHERS FOR ALL TOWN LOCATIONS IS **160**.

ESTIMATED EXISTING FIRE DEPARTMENT EXTINGUISHERS

20	10 LB 4A 60BC
05	20 LB 20A 120BC
04	10 LB CO2
06	20 LB CO2
03	15 LB CO2
07	2 1/2 GALLON WATER
01	PURPLE K 120 BC
01	2 1/2 LB 10 BC
02	20 LB ABC
02	20 LB 20A 80BC
<u>01</u>	<u>20 LB 10A 80BC</u>
52	TOTAL

ON SITE ANNUAL MAINTENANCE AND INSPECTION (REGARDLESS OF SIZE). COST SHOULD INCLUDE TAGS AND SEALS AND WILL NEED TO BE COMPLETED THE FIRST WEEK OF SEPTEMBER 2018.

EACH \$ _____

RECHARGE EXTINGUISHERS ON SITE. ABC, BC, CO2 AND WATER. (REGARDLESS IF ITS 01 OR 05). RECHARGE TURN AROUND TIME 48 HOURS.

2 1/2 LB	EACH	\$ _____
5 LB	EACH	\$ _____
10 LB	EACH	\$ _____
15 LB	EACH	\$ _____
20 LB	EACH	\$ _____
WATER	EACH	\$ _____

HYDROSTATIC TEST OF STEEL EXTINGUISHER CYLINDERS

2 1/2 LB	EACH	\$ _____
5 LB	EACH	\$ _____
10 LB	EACH	\$ _____
15 LB	EACH	\$ _____
20 LB	EACH	\$ _____

HYDROSTATIC TEST 2216 PSI STEEL CYLINDERS EACH \$ _____

HYDROSTATIC TEST 4500 PSI CARBON CYLINDERS EACH \$ _____

HYDROSTATIC TEST 6000 PSI STEEL CYLINDERS EACH \$_____

NEW ABC HAND HELD FIRE EXTINGUISHERS
2 1/2 LB EACH \$_____
10 LB EACH \$_____
20 LB EACH \$_____

NEW CARBON DIOXIDE EXTINGUISHERS
10 LB EACH \$_____
15 LB EACH \$_____
20 LB EACH \$_____

NEW 2 1/2 GALLON WATER EXTINGUISHER EACH \$_____

ANNUAL INSPECTION OF HYDRAULIC DESIGNED AUTOMATIC WET SPRINKLER SYSTEM
EACH \$_____

TEST AND TO CERTIFY BACKFLOWS OF HYDRAULIC DESIGNED AUTOMATIC WET SPRINKLER SYSTEM
EACH \$_____

SERVICE CALL OF HYDRAULIC DESIGNED AUTOMATIC WET SPRINKLER SYSTEM
HOURLY \$_____

ANNUAL INSPECTION OF GUARDIAN 3 MODEL G300-A WET CHEMICAL EXTINGUISHER UNIT
EACH \$_____

RECHARGE OF GUARDIAN 3 MODEL G300-A WET CHEMICAL EXTINGUISHER UNIT
EACH \$_____

INSPECT HOOD EXTINGUISHER OVER GRILL (FIRE STATION #6, GOLF COURSE & EVENT CENTER) ANNUALLY
EACH \$_____

SERVICE HOOD EXTINGUISHER OVER GRILL
EACH \$_____

PRICES ARE FOR ALL TOWN DEPARTMENTS.

Disclose trip policy and related service charges.

Vendor must provide adequate proof of insurance with the bid.

INSURANCE REQUIREMENTS

The Vendor 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 Vendor, 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 Vendor 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 vendor.
- b. The Vendor'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 Vendor'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 Vendor for the Town of Smyrna.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Vendor 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 Vendor's policy.

- b. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor 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

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

F. SUBCONTRACTORS

Vendor 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 Vendor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Vendor, 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 Vendor, its owners, agents and employees. The parties further agree that Vendor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor 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:

Vendor 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 Vendor and persons employed by or utilized by the Vendor in Vendor's performance of this Agreement.

The vendor 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 vendor'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 vendor 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 Vendor from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.

APPLICABLE LAW:

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



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 201____, by and between _____, a _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Annual Fire Extinguisher Services.

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. Indemnification. The parties hereto agree that Vendor shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of the original agreement or this addendum to agreement and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of the original contract or this addendum to agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, The Town is prohibited by Tennessee law, as a political subdivision of the State of Tennessee, to agree to indemnify any private or public Vendor or contracting party and all reference to the local government providing indemnification shall be null and void by attaching signature to this addendum.

7. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The Town shall not acquiesce to any term of the original contract/agreement that indicates or infers The Town may or shall be responsible for the fees of another party or the Vendor's attorney fees.

8. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

9. 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.

10. 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 III - BID SPECIFICATIONS COMPLIANCE

Unless otherwise noted, all quotations for the fire extinguisher services 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 bid. Bidders should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description
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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 have 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