



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on turnout gear for the Fire Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than 10:00 on April 5, 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 No bid may be withdrawn after the scheduled closing time for a period of 90 days.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 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 Fire Turnout Gear / April 5 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

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.

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.

BY: REX S. GAITHER
 FINANCE DIRECTOR

TO BE RUN: March 23, 2017

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to purchase turnout gear for the Fire Department for the term of July 1, 2017 to June 30, 2018.

Smyrna Town Hall location:	Delivery Address: Smyrna Fire Station #4
315 South Lowry Street	145 South Lowry Street
Smyrna, TN 37167	Smyrna, TN 37167

Questions should be directed to Assistant Chief James Lawrence (615) 459-9735 Ext. 7520, 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. No bid may be withdrawn after the scheduled closing time for a period of 90 days.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 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.
- F. The Town is a tax exempt organization.
- G. Mail is delivered after 11:00 a.m. Monday through Friday.
- H. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- I. Bid quotations *must* be submitted on the Town's quotation page(s). No exceptions.
- J. 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](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 TURNOUT GEAR

THIS ORDER IS TO BECOME EFFECTIVE JULY 1, 2017 AND TO EXPIRE JUNE 30, 2018. 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. Equals must be approved prior to bid opening by Chief Bill Culbertson. The Town reserves the right to select the best individual unit price. The turnout gear must be delivered within 4 weeks (28 days) after receipt of order.

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.

If you or your company wish to be retained on the bid list please return either a bid or a "No Bid" response to this invitation.

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

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 ISQ shall be governed by and construed under the laws of the State of Tennessee.

NOTE: ALL ITEMS SHOULD MEET OR EXCEED THE CURRENT NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING.

QUANTITIES ARE ANNUAL ESTIMATES.

ITEM: FIRE GLOVES (Gauntlet Style)
BRAND: Pro Tech 8 Fusion
MODEL: #PT8-SC
DESCRIPTION: Structural firefighting gloves. Fully Knitted 100% Kevlar, 100% Modacrylic Liner. 100% Kevlar hi burst thread throughout. Fire-retardant breathable polymer barrier.
SIZES: Medium, Large, Extra Large, and Extra Extra large

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10	\$ _____	\$ _____

ITEM: **FIRE HELMET**

BRAND: Cairns

MODEL: 1010 Defender

DESCRIPTION: Style shall be the 1010 defender. Colors will come in white, yellow, red, blue and black. Eye protection will be clear. Liner is standard flannel. Black nomex earflap. 6” carved brass eagle holder. Chin strap with quick release and postman’s slide. Lime yellow Scotchlite reflective trim.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10	\$ _____	\$ _____

ITEM: **BUNKER BOOTS**

BRAND: Thorogood 14” Structural Fire Fighting Oblique Toe Bunker Boot

MODEL: # 804-6373 Men and 504-6373 Women

DESCRIPTION: Upper: Black Boulder Waterproof, Flame, and Cut-Resisting Leather with Scuff-Resisting Vibram Rubber Toe and Heel Bumper. Construction: Goodyear Storm Welt. Lining: Comfort Weave / Sympatex Waterproof Barrier, Blood Borne Pathogen Compliant. Insole: Polyurethane Removable Footbed on Flexible Double Rubber. Midsole: Rubber. Shank: Steel Triple Ladder Shank. Outsole: Vibram Fire Sole with Chiseled Edge Lugs. Features: Flexible L-Protection Puncture-Resisting Insole Material. Built in Shin Guard, Black Combat Superknit and 4 oz. Thermal Barrier, Oblique Steel Toe, Electric Shock Resistance, Vibram Sole #6.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10	\$ _____	\$ _____

ITEM: TURNOUT GEAR, COAT, PANTS AND SUSPENDERS

BRAND: Body Guard / Liberty Series

DESCRIPTION: COAT

32 inch length, D9 liner, PBI MAX shell, with zipper and Velcro closure, cargo pockets, yellow hi – visible triple trim with thumb hole wristlets, wording “SMYRNA” in 3 inch yellow hi – visible letters sewn on back top of coat, leather elbows and cuffs. Dual Velcro pockets; includes a hidden hand warmer and a cargo portion in the front. Outside PBI MAX radio pocket with Velcro closure on the right front chest of coat.

Color: tan.

RADIO POCKET: One 3.5" wide x 9" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2" in front and back shall be sewn to the left chest. Pocket shall be fully lined all 3 sides inside pocket with poly-cotton lining. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture. Pocket flap shall be 4.5"x 5". Pocket flap shall close to the pocket top using 1 piece of 1"x 2" loop on pocket horizontally and 1 piece of 1"x 2" hook on flap vertically.

COMPLIANT ___ EXCEPTION___

MIC TABS: There shall be two 1/2" x 5" triple-layer self-fabric mic tabs sewn to the outer shell and reinforced with a minimum 42-stitch bar tack at each corner. One mic tab shall be on the right chest and one on the left chest above the radio pocket.

COMPLIANT ___ EXCEPTION___

FIRE FIGHTER RECOVERY HARNESS BHS020

The harness shall be constructed of a one and one-half inch (1 1/2") wide KEVLAR® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1" x 1.5" hook on the strap and a piece of 1" x 2" loop attached to the outer shell. This strap is then secured under a 2" x 5.25" flap that is sewn in at the neck /collar area. 2 pieces of 1" x 2" hook shall be set vertically to the underside of the flap; 2 pieces 1" x 2" loop shall be set vertically on shell to align with hook on underside of flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell just above the chest trim that corresponds to a piece of 1.5"x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop shall be set to coat in the shoulder cap area. This keeps the straps in proper position for use.

PURPOSE OF THE HARNESS: Fire Fighter Recovery Harness (Harness) provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the Harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to

decrease the risk of further injury. This product is only for structural firefighting operations.

DEFINITIONS: Class III Heat: 5 minutes or more exposure at 250-500 degrees F.* Class IV Heat (or higher): 15 seconds or more of exposure at 500 -1500 degrees F or higher.* (*Definitions from Project Fires, 1985)

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10	\$ _____	\$ _____

PANTS / hi – back, **PBI MAX** shell, D9 liner, full below pockets, scotch hi – visible trim at cuffs, zipper Velcro fly closure, leather knees and cuffs, color must be tan.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10	\$ _____	\$ _____

SUSPENDERS / EZH quick – adjust H back, non – stretch suspenders, color black.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10	\$ _____	\$ _____

ITEM: **FIRE HOODS**

BRAND: Majestic

MODEL: PAC IISVZ - P84

DESCRIPTION: Protective firefighting hood. Hood will be natural in color with black vent.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10	\$ _____	\$ _____

DELIVERY DATE ARO _____

TOTAL ALL ITEMS \$ _____

Submit warranty information on each item bid.



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 **Fire Department Turnout Gear**.

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 III – SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the turnout gear 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 ISQ. Bidders should provide complete detail of exceptions or deviations.

Quotation 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