



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna requests quotations on shelter packages for the Parks and Recreation Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than 10:00 a.m. August 21, 2014 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 No bid may be withdrawn after the scheduled closing time for a period of 90 days.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 Parks Shelters / August 21 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

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 formalities 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.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: AUGUST 6, 2014

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to purchase outdoor shelter packages for the Parks and Recreation Department.

Smyrna Town Hall location:
315 South Lowry Street
Smyrna, TN 37167

Smyrna Parks & Recreation location:
100 East Sam Ridley Pkwy
Smyrna, TN 37167

Questions should be directed to Mike Moss 459-9773.
E-mail address: mike.moss@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 No bid may be withdrawn after the scheduled closing time for a period of 90 days.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 10:00 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 ensure 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, religion, sex, national origin, age, disability or any other lawfully protected classification.
- I. Bid quotations must be submitted on the Town's quotation pages. No exceptions.

SECTION II - SPECIFICATIONS AND PRICE QUOTATION FOR SHELTERS

Specifications are for metal type shelters of different sizes and types. Litchfield brand or approved equal. Equals must be approved **prior** to bid opening by Mike Moss. Budget restraints will determine number of items purchased. Pictures depict style of items requested. Gauge of steel and paint quality will be a factor in awarding the bid. The itemized price shall include all costs such as delivery, freight, etc.

HEXAGONAL ALL-STEEL SHELTER WITH METAL ROOF

A. SIZE 40' \$ _____

Single Top, Steel Columns and Frame, Metal Roof, Paint Finish on Columns and Frame

OPTIONS

- 1. All Steel Cupola \$ _____
- 2. Tongue and Groove Decking \$ _____
- 3. Steel Rails \$ _____

TOTAL for Shelter and all options \$ _____

MANUFACTURER / MODEL _____ / _____

WARRANTY _____

DELIVERY DATE ARO _____

INDICATE GAUGE OF STEEL ROOF _____

B. SIZE 40' \$ _____

Duo Top, Steel Frame and Columns, Metal Roof, Paint Finish on Columns and Frame

OPTIONS

- 1. All Steel Cupola \$ _____
- 2. Tongue and Groove Decking \$ _____
- 3. Steel Rails \$ _____

TOTAL \$ _____

MANUFACTURER / MODEL _____ / _____

WARRANTY _____

DELIVERY DATE ARO _____

INDICATE GAUGE OF STEEL ROOF _____

C. STEEL BEAM SQUARE SHELTERS – Single Tier

Tongue & Groove Roof Decking, Pressure Treated Fascia, Tubular Steel Beams, Purlins and Columns, Paint Finish

24' x 24'

\$ _____

MANUFACTURER / MODEL _____/_____

WARRANTY _____

DELIVERY DATE ARO _____

INDICATE GAUGE OF STEEL ROOF _____

DATE PRICES EXPIRE FOR ALL SHELTER PACKAGES _____

DETAILED SETUP AND ASSEMBLY INSTRUCTIONS ARE TO BE INCLUDED IN SHIPMENT. SUBMIT MANUFACTURER SPECIFICATIONS WITH BID.

Standard design loads will be between 20 to 30 lbs. per square foot live load with 90 miles per hour wind load.

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 Workers Compensation law of the State of Tennessee. Employers Liability is 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.

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 and non-owned automobiles. It shall also include coverage for loading and unloading hazards.

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. Prior to commencement of services, the Vendor shall furnish the Town with original certificates and amendatory endorsements effecting required coverage.
- b. Such insurance shall be maintained from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of contract.
- c. Replacement certificates, policies and endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- d. 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.
- e. 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.
- f. 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.
- g. 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. All insurance must be underwritten by insurers with an A.M. Best Company ratings of 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.

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 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.

INDEMNITY REQUIREMENT:

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



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2014, by and between _____, a _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of **Parks & Recreation Shelters**.

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

