



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on electrical and mechanical 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. April 16, 2026** 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 No bid may be withdrawn after the scheduled closing time for a period of 90 days.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:

Purchasing Department
Smyrna Town Hall
Annual Sealed Bid Mechanical Service
April 16 @ 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 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: Sierra Lowry
Finance Director

TO BE RUN: March 31, 2026

COMPANY

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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 for the term July 1, 2026 through June 30, 2027. The contractor shall provide either mechanical / motor repair or electrical services.

Billing address:
Smyrna Town Hall
315 South Lowry Street
Smyrna, TN 37167

Include one of the following on all invoices:
Attn: 1. Water Plant – Kevin Relford
2. Wastewater Plant – Leland Noble

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 Wastewater Treatment Plant 100 Jack Hunter Parkway Smyrna, TN 37167	Smyrna Water Plant 156 Sharp Springs Road Smyrna, TN 37167
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- 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 bidder's 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.
- 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. For reference purposes, the list is currently available online at: [State of TN Debarred Vendors.pdf](#)

SECTION II - ELECTRIC MOTOR REPAIR AND MECHANICAL

MAINTENANCE SERVICE

Part 1 - SCOPE OF ELECTRICAL MOTOR REPAIR SERVICE

THE PURPOSE OF THIS BID IS TO OBTAIN A CONTRACTOR TO PROVIDE MAINTENANCE SERVICES FOR THE TOWN'S WATER AND WASTEWATER MECHANICAL EQUIPMENT AND ELECTRIC MOTORS.

THE MOTOR REPAIR SHOP MUST MAINTAIN A VALID TENNESSEE MECHANICAL CONTRACTOR'S LICENSE. IF MOTOR REPAIR WORK IS NOT TO BE CONDUCTED IN HOUSE, THE MOTOR REPAIR SHOP MUST BE APPROVED BY A REPRESENTATIVE OF THE TOWN OF SMYRNA. A PANEL OF INSPECTORS FROM THE TOWN MAY VISIT AND INSPECT THE FACILITIES BEFORE AWARD OF BID. ALL MOTOR REPAIR WORK MUST BE COMPLIANT WITH EASA STANDARDS AND SPECIFICATIONS, SUCH AS ANSI/EASA AR100, TO ENSURE THE REPAIR PROCESS MAINTAINS THE EFFICIENCY AND RELIABILITY OF THE MOTOR, FOLLOWING BEST TRADE PRACTICES AND PROCEDURES.

ELECTRIC MOTOR REWIND SPECIFICATION

(Motors only)

All electric motor stator rewinding shall include labor and partial material for the following scope of work:

1. Dismantle, test, and strip coils
2. Fabricate and install coils.
3. Connect VPI valves
4. Assemble, test, and paint.
5. A 90-day warranty against defects in materials and workmanship shall be provided by the Contractor.
6. Dynamic balance, furnishing and installing bearings, metalizing, machine work, and new leads are additions to the scope.

1. Before dismantling the motor, inspect the motor by turning the rotor to identify a sprung shaft, rubbing, bearing noise or roughness, excessive end play, or other problems, and record findings. Perform electrical tests on the motor and dismantle it for inspection and cleaning. Stators, wound rotors, and armatures to be rewound shall be burned and stripped at a maximum controlled temperature of 750 degrees F. to prevent damage to the lamination and frames.
2. All motor windings will be steam cleaned using detergent and rinsed with clean steam. The motor will be baked dry in a temperature-controlled oven following standard shop procedures. After the first bake, allow motor windings to cool to normal temperature. Perform a megger test on the windings. The minimum acceptable reading is 100 megohms at 1000 volts DC of operating voltage. If reading is unacceptable, inspect motor windings for cleanliness. If windings are not clean (i.e., dirt, grease, detergent residue), steam clean motor windings again. If windings are clean, bake them again in a temperature-controlled oven following standard shop procedures. After the second bake, allow motor windings to cool to normal temperature. Perform a megohmmeter test on the windings. If readings are unacceptable, then contact the Plant Manager for further instructions. If readings are acceptable, dip and bake motor windings.
3. After stripping, examine and test laminations for blow holes, shorts, and hot spots. All short and/or laid-over laminations shall be repaired before rewinding. Sandblast and thoroughly clean slots and frames, check for cracks or broken welds, repair as necessary, and perform an iron core loss test. Check the rotor for cracks, flaws, bearing fit, and fan condition. Check air gaps for condition and correct distance. Determine bearing fit at bearing locations in the end bells and on the shaft.
4. Check nameplate date and purchase order to determine the type and class of insulation of new coils. Class "N" insulation and the VPI process and epoxy resin are required. Fabricate and install coils to conform to OEM Factory standards and specifications or better. Every coil is to be tied on both sides of the winding and formed neatly and compactly. All insulating varnish shall have a heat aging life of not less than 10,000 hours at maximum operating temperature. Class "H", epoxy insulation is standard. If in doubt, contact the Town of Smyrna for directions before continuing with the work.
5. Silicone rubber-insulated Class "H" leads are standard. On 230/460 motors, leads shall be for the higher voltage and suitably sealed at the point of exit from the stator on TEFC and explosion-proof motors.
6. The vacuum pressure impregnation (VPI) Epoxy Resin process is to be used, unless instructed otherwise.
7. After varnishing and baking, check stator insulation resistance at twice the rated voltage or 500 DC Volts for motors under 440 volts and 1000 DC Volts on motors 440 Volts or greater. In general, a minimum value of 100 megohms resistance for 250 Volts AC and under, and 200 megohms for 251 to 600 Volts AC motors is required with the entire winding to ground, 1 minute duration, temperature 30 degrees C.

8. Check the rotor between centers on a lathe for runout, which should not exceed 0.003 inches or 0.0005 inches after resurfacing. Check bearing mount areas for condition and fit using the bearing manufacturer's data for dimensions and tolerances.
9. All NEMA frame A/C electric motor rotors 5 H.P. and larger are to be dynamically balanced. For motors 50 H.P. and larger balanced to the "GOOD" range, according to the Vibration Frequency Curve, the spectrum analysis method is required, and copies of the vibration spectrum plots from the test stand runs are to be furnished to the Town. The spectra should be taken in the horizontal, vertical, and axial directions on both bearings. On ball bearing motors, the range should be from 2 mils to 4 mils. If there are questions regarding these requirements, consult the Town before proceeding.
10. Use loose-fit Bearing Fit Tolerance Chart bearings on all 3600 RPM motors. Check for a tight fit between bearing and bearing housing, which should be 0.001 inches of interference, up to 0.0005 inches per bearing outside diameter, for a secure fit. Use identical replacement bearings, unless otherwise specified.
11. On all motors, use OEM-recommended grease, unless otherwise specified, and plainly identify on the motor as to the type of grease used.
12. A non-hardening sealant compound, RTV silicone, Permatex #2, or equal is to be used during assembly on all end bells, bearing caps, etc., to prevent moisture and fumes from entering the motor on all TEFC or explosion-proof motors. Check the fan and covers, and repair or replace any defective components.
13. All motors are to be repainted after rewinding or repairs. Use appropriate standard engineering specifications and applicable surface preparation. Use the standard machine gray color.
14. Perform a megger test after assembly to ensure there was no damage to the motor during assembly. Allow the motor to run long enough to reach a normally stable temperature. Check bearings for noise and excessive temperature, and do a vibration profile and run test of the motor. See preceding requirements for spectrum analysis of vibration. Record no-load amperage for phase balance and comparison to the full load current rating of the motor. Record RPM, bearing temperatures, and coast down. Check and mark the magnetic center on the shaft for installation reference, if applicable.
15. Check nameplate date and compare with test results for agreement of indicated results vs. nameplate specification. Any changes in motor rating, class of insulation of the windings, or other motor operating data, along with the vendor name, date, and the Town's order number, are to be put on a stainless steel tag attached to the motor adjacent to the original tag. This tag is to be placed on all motors worked on for the Town of Smyrna's Water or Waste Treatment Plant so that performance may be tracked.
16. Provide a description of work performed and results from inspections and tests.
Return old bearings to the Plant Manager.

17. The vendor includes, at a minimum, a 90-day warranty against defects in material and workmanship. The delivery ticket will also include a separate description of the work done, all materials installed, and the results of all tests and vibration analysis.
18. Semi-annually or after-repair, conduct infrared testing of motor control centers to determine "hot spots", etc. that may cause damage to electrical systems and equipment. Provide results of testing to the Plant Manager.
19. Semi-annually or after-repair, conduct calibration analysis and balance motors to conform to the manufacturer's specification and provide a report detailing the result of this analysis.
20. Annually perform vibration analysis on all pump and motor combinations as directed by the Plant Manager.
21. Invoices shall be submitted according to specifications noted in Section III.

If there is a conflict between this specification and normal shop practice, prior approval by the Plant Manager is required for any changes. If the cost will exceed the prices shown in the Vaughn's Price Guide at the rate bid, prior approval by the Town is required.

SECTION II – Part 2 SCOPE OF MECHANICAL MAINTENANCE SERVICE

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

TOWN OF SMYRNA, WATER AND WASTEWATER
PLANTS, COLLECTION, AND DISTRIBUTION SYSTEM
MECHANICAL EQUIPMENT SPECIFICATION
(pumps, gear boxes, etc.)

1. All mechanical equipment repairs shall include labor necessary for the completion of work requested.
2. 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 repairs will be requested by the Department during these situations. Emergency repairs must be in progress within four (4) hours after authorization.
3. On replacement bearing work, check for a tight fit between the bearing and bearing housing, which should be 0.001-inch interference, up to 0.0005 inch per bearing

outside diameter for a secure fit. Use identical replacement bearings, unless otherwise specified. If there are questions regarding these requirements, consult the Plant Manager before proceeding.

4. On all equipment, use OEM-recommended grease, unless otherwise specified, and plainly identify on the equipment as to the type of grease used.
5. When requested, the contractor shall be able to perform metalizing and machine work on gears, pump shafts, and impellers. Be able to dynamically balance the appropriate equipment and furnish and install bearings. When necessary, check the rotor between centers on the lathe for runout, which should not exceed 0.003 inch or 0.0005 inch after resurfacing. Check bearing mount areas for condition and fit using the bearing manufacturer's data for dimensions and tolerances.
6. When required, dynamic balancing shall be performed by a Schenk Trebel precision balancer or equivalent. Equivalent shall be pre-approved by the Plant Manager.
7. Provide a description of work performed and results from inspections and tests. Return old bearings to the Plant Manager.
8. A minimum 90-day warranty against defects in materials and workmanship shall be provided by the Contractor.
9. All quotes before work shall be based on available information. Before the beginning of repairs, an exact price should be given to the Plant Manager. Any deviation from this price must be pre-approved by the Plant Manager before work is commenced.
10. On all major rebuilds, a price for repair and a price for replacement shall be given to the Plant Manager before work begins.
11. OEM parts are required on mechanical rebuilds. Any and all parts that are to be machined in-house must have prior approval and also meet OEM specifications.
12. Invoices shall be submitted according to specifications noted in Section III.

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

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: Henry Urbina
315 S Lowry St
Smyrna, TN 37167

It can also be submitted electronically to henry.urbina@townofsmyrna.org. The subject line has to indicate the name of the project.

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.

SECTION III - PRICE QUOTATION

I. Electrical Motor Repair Price Quotations:

- A. Vaughan's Price Guide Percentage _____ %
- B. Labor rate for additional repairs per hour \$ _____
- C. Percentage markup on materials _____ %
- D. Cost for field service per hour \$ _____
- E. Balance and calibration per hour \$ _____

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

Mechanical Maintenance Price Quotations:

- A. Labor rate for additional repairs per hour \$ _____
- B. Percentage 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 Proposal 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 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. If it does not perform as warranted, Bidder shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Bidder. If Bidder cannot correct the product(s) within a reasonable period of time, Bidder shall refund the purchase price of the product(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Software Deadline, Testing and Acceptance: If applicable to the Agreement, software provided by Bidder shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of this Agreement unless the parties, in writing, set a different specific date. In Addition, software provided by Bidder to The Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets The Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using The Town's data. The Town shall provide Bidder with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Bidder, the software shall be deemed to be accepted by The Town. If the software is rejected, The Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Bidder to repair or replace the software, without charge, in a timely manner. In the event The Town elects to allow the Bidder to repair or replace the software, The Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

7. Use of The Town's Logo or Name: Bidder shall not use The Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from The Town. Bidder shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of The Town.

8. Indemnification. The parties hereto agree that Bidder shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Bidder in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Bidder 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 this Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private of public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

9. Non-Appropriation: Bidder acknowledges that The Town is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event The Town fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to The Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Bidder shall be returned to The Town.

10. Tax Exemption: As a tax-exempt entity, The Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Bidder with its Sales and Use Tax Exemption Certificate upon Bidder's request. Bidder shall bear the burden of providing its suppliers with a copy of The Town's tax exemption certificate and Bidder shall assume all liability for such taxes, if any, that should be incurred.

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

12. Boycott of Israel. The Bidder certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

13. Failure to perform. The parties agree, in the event Bidder fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, the Town shall be reimbursed by Bidder for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Bidder to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Bidder shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in this Agreement or other bid documents, all deliveries shall be made to the Town no later than ninety (90) days from the date of order. The parties further agree that if Bidder, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this contract, then this entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void this Agreement due to Bidder's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Bidder shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time.

14. Unilateral Modification of Agreement Not Permitted: Bidder may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement but shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Bidder that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by The Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Agreement.

15. Changes to Terms: Except as provided in Paragraph No. 13 above pertaining to Bidder's Privacy Policy, Bidder shall provide The Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to this Agreement at least ninety (90) days prior to being effective to The Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Bidder will refund to The Town any payment made by The Town to Bidder equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Bidder, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Bidder requests to raise the bid price. If the Town elects to void this Agreement, at its sole

discretion, it shall not be deemed to be a breach of the contract by either party.

17. Confidentiality. The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Bidder or provide Bidder with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

18. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under this Agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Bidder shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Bidder 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, Bidder 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.

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

20. 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. The parties agree that all obligations of the parties are performable in Smyrna, Tennessee.

21. Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial. 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.

TOWN OF SMYRNA, TENNESSEE

BIDDER:

By: _____
Name: Mary Esther Reed
Title: Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

Amber Hobbs, 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

TELEPHONE NUMBER

REPRESENTATIVE NAME

REPRESENTATIVE TITLE

SIGNATURE

E-MAIL ADDRESS