



## INVITATION TO BIDDERS

The City of Gatlinburg is accepting sealed bids for the Backflow Assembly Testing & Inspection Services for the City of Gatlinburg. Detailed specifications are contained in Guidelines and Technical Specifications of this bid packet. This agreement shall be valid for a period of two (2) years with the option of two (1) one-year renewal periods.

Bids will be received at Gatlinburg City Hall until 2:30pm on February 22, 2018, at which time they will be publicly opened and read aloud.

All bids must be enclosed in a sealed opaque envelope with the bidder's name, address, bid opening date and time, and the quotation "**Bid on Backflow Assembly Testing & Inspection Services**" stated clearly on the outside.

Bid specifications will also be available on the City of Gatlinburg website at [www.gatlinburgtn.gov](http://www.gatlinburgtn.gov) under "Out for Bids" tab. This bid tab is located under Gatlinburg Government, and then choose Purchasing. Bid results are posted in the same area as shortly after bid opening as possible.

Address bids and/or inquiries to Delea Patterson, AP/Purchasing, Gatlinburg City Hall, 1230 Parkway East, Suite 2, P.O. Box 5, Gatlinburg, TN 37738, Telephone Number (865) 436-1409. Email: [deleap@gatlinburgtn.gov](mailto:deleap@gatlinburgtn.gov).

Any technical questions regarding the product specifications should be directed to Dale Phelps with the Utilities Department at 865-436-4681 or [dphelps@gatlinburgtn.gov](mailto:dphelps@gatlinburgtn.gov).

Neither a bid bond or a performance bond will be required for this bid submittal.

The City of Gatlinburg reserves the right to waive any informalities in or to reject any and/or all bids and to accept the bid deemed most favorable to the interest of the City.

Vendors must possess any and all of the necessary licenses and insurance necessary for performing this type of work.

## **GENERAL PROVISIONS**

Prices quoted shall not include Federal or State taxes, if any are applicable. The successful bidder shall furnish tax exemption forms, if required, with their invoices.

The prices quoted are that for which the materials or services will be delivered F.O.B. Gatlinburg, Tennessee.

Any additions, deletions, or variations from the following specifications must be noted.

Inspection of the materials or equipment will be made by an agent of the City of Gatlinburg, and if found defective or fails in any way to meet the terms of this agreement, it will be rejected. Rejected materials or equipment will be replaced at the expense of the bidder.

All technical specifications for any materials and products must accompany bid.

The successful bidder agrees to provide the services specified at the bid prices for a period of two (2) years from the date of the bid award, with the option of two (1) one-year renewal periods.

The City of Gatlinburg reserves the right to defer payment for thirty (30) days after delivery. Gatlinburg also reserves the right to reject any and/or all bids. The bid award will be based upon a combination of the bidder's company experience, bidder's ability to adequately perform the volume of work specified for the City of Gatlinburg in addition to the bidder's on-going volume of work, plus consideration of pricing as provided on the bid form.

The bidder agrees to indemnify the City of Gatlinburg from any and all liability and loss or damage the City may suffer as a result of claims, demands, costs, or judgments against it arising from any and all work under this agreement.

The bidder agrees to notify the City, in writing, within thirty (30) days, by registered mail, at the City's address as stated in this agreement, of any claim against the bidder on the obligations indemnified against.

It is the policy of the City of Gatlinburg not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

**GUIDELINES AND SPECIFICATIONS FOR BACKFLOW ASSEMBLY  
INSPECTION AND TESTING SERVICES FOR  
THE CITY OF GATLINBURG - UTILITIES DEPARTMENT  
FEBRUARY 2018**

The City of Gatlinburg Utilities Department, hereafter referred to as "GATLINBURG" is soliciting sealed Bids for Backflow Inspection and Testing Services, which includes all work necessary to schedule, inspect, test, collect data, and submit the data using the required Tennessee Department of Environmental & Conservation (TDEC) Performance Evaluation Report Form to document compliance. Gatlinburg maintains an on-going Cross-Connection Program with approximately 500 backflow assemblies. Backflow Prevention Assembly devices within Gatlinburg's service area may include Double Check Detector Assembly (DCDA), Double Check Valve Assembly (DCVA), Reduced Pressure Principle Assemblies (RPA), and Reduced Pressure Principle Detector Assemblies (RPDA) for residential, commercial, and industrial customers. Tests are typically conducted once annually, every 12 months in accordance with TDEC guidelines. Qualified participants are invited to submit sealed bids per the specifications and requirements as described herein.

**Qualifications:** Contractors must have the following qualifications and submit written evidence of such qualifications with their proposal (failure to submit data will be reason for rejection of bid):

**1) Statement of Qualifications**

- Company size, including number of employees, ownership, and business structure.
- Number of years company has been in business.
- List of similar contracts & duration of contract (provide contact and phone number).
- Description of experience in inspection and testing of DCDA, DCVA, RPA, and RPDA devices located in residential, commercial and industrial settings. This also includes devices installed for fire-lines and irrigation systems.
- List of TDEC Certified Backflow Tester Certificate Numbers for employees (with expiration dates).
- List of all testing equipment with calibration information.
- Assurance of expertise and manpower to complete inspections and testing according to TDEC standards and deadlines. Ability to assign a project manager to coordinate this contract.

**2) Insurance:** Before commencing any work, the Contractor shall procure, maintain, and provide at its own expense, during the term of Contract, a certificate of insurance to GATLINBURG of the required insurance coverage stated in this section from insurance companies duly authorized to do business in Tennessee and are acceptable to GATLINBURG. The certificate of insurance shall require thirty (30) days prior written notice to the Utility of cancellation, modification, or expiration of the insurance. Contractor shall provide the said Certificate of Insurance. The Contractor's Insurance Requirements shall be as follows:

- (a) **Worker's Compensation & Employer's Liability** for ever laborer employed in connection with the Work under the Contract and as provided for in each and every statute applicable to Worker's

Compensation. The Employer's Liability limit shall be as required by the excess liability insurer for the maintenance of coverage.

- (b) **Comprehensive or Commercial General Liability and Excess or Umbrella Liability** including insurance covering Work under the Contract with total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury, and Employer's Liability shall be \$1,000,000 and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The following coverage is to be provided:

- Contractual Liability to cover the liability assumed by the Contractor under this Contract.
- Broad Form Property Damage including completed operations.
- Personal Injury Liability, covering hazard groups listed in Sections (a), (b), and (c) or the equivalent

- (c) **Business Automobile Liability and Excess or Umbrella Liability** with total coverage limits for Bodily Injury or Property Damage of \$1,000,000.

The Business Automobile Liability and Excess or Umbrella Liability insurance is to apply to all owned non-owned, rented, borrowed, or hired automobiles or other motor driven vehicles to be used by the Contractor in the furtherance of the Work.

- (d) All Policies shall provide GATLINBURG with no less than thirty (30) days' notice of cancellation, modification, or expiration.
- (e) All policies of insurance referred to herein shall be written on an occurrence basis, unless otherwise agreed by GATLINBURG in writing.

3) **Business license:** Contractor must submit a copy of company business license with bid.

4) **References:** The Proposal response must include name, address and telephone number of at least three client contacts for professional reference.

**Requirements:** GATLINBURG's Utilities Manager will be the contract administrator for all routine matters, unless noted otherwise. GATLINBURG's Utilities Manager, or a designated representative, shall notify the Contractor when inspection or testing services are required.

**Terms of the Contract:** The term of the Contract for backflow assembly inspection & testing will be twenty-four (24) months with the option of two (1) one-year renewal periods. The annual renewal must be by mutual agreement between GATLINBURG and the Contractor. Either party may terminate the Contract at any time giving the other party (30) thirty days written notice of intent to terminate.

## **PERFORMANCE/GENERAL REQUIREMENTS**

**1) General Requirements:** The Contractor will furnish all labor, supervision, materials, and equipment necessary to perform these services in a way that is satisfactory to GATLINBURG. The Contractor, including all employees of, shall represent GATLINBURG in a courteous and professional manner.

The Contractor shall be responsible for contacting and scheduling with the customer the testing of the backflow assembly. Consideration of the timing of the interruption of water service is necessary.

As backflow inspection deadlines are set and testing services requested, it is the Contractor's sole responsibility to ensure the number of tests required by GATLINBURG are inspected, documented, and reported within the timeframe requirements. All backflow testing services shall be completed in the timeline required by GATLINBURG. All completed paperwork must be received by GATLINBURG within the first ten (10) calendar days of the month for the previous month's work. Failure to comply with such will be grounds for termination of the contract. Invoices shall be submitted directly to GATLINBURG's Utilities Manager.

Pricing submitted shall be a per unit cost, per backflow test/re-test, with proposed costs inclusive of all possible scenarios that may be encountered while field testing backflow assemblies. Possible scenarios may include, but are not limited to, fire service lines, alarms, confined space entries, complex industrial piping arrangements, obstructions, dewatering, locating meters and backflows, removing freeze protection, etc.

The Contractor shall correct all complaints and shall respond to special requests for services within a reasonable period. All complaints, both major and minor, shall be investigated within 24 hours. Any complaint that cannot be corrected within 24 hours or which is considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control shall immediately be reported to GATLINBURG. Uncorrected complaints, if not considered reasonable by GATLINBURG, shall be cause for the cancellation of the contract. A cancellation notice, if deemed necessary, shall be made at any time by certified mail (return receipt requested) and either received or refused at the office of the Contractor listed in the contract. If action results in cancellation, GATLINBURG will assess costs or damages. The Contractor will be liable for any damages due and for any excess costs of obtaining the services for the balance of the original contract period or until such time a new Contract is established.

**1.2) Contractor's Employees:** The Contractor agrees to be responsible for and provide general supervision of all employees working under this Contract. Testing personnel shall be certified and trained in testing backflow assemblies of the type and scope described herein.

**1.3) Subcontracts:** No portion of the work shall be subcontracted without prior written consent of GATLINBURG. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall furnish names, qualifications and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for all work done by subcontractor(s) and shall assure compliance with all requirements of the Contract.

**1.4) Testing / Inspection:** GATLINBURG reserves the right to conduct any test or inspection to assure supplies, equipment and services conform to the Contract requirements.

**1.5) Tennessee Law to Apply:** The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State and Local agencies having jurisdiction. This shall include, but not limited to, minimum wage, labor and equal employment opportunity laws.

**1.6) Venue:** Should any dispute arise between the parties hereto that results in legal action being taken by either party, the parties agree that the proper venue of such action shall be in Sevier County, Tennessee.

**1.7) Responsibility of Contractor - Personnel:** Only those personnel who have been certified through the State of Tennessee Department of Environment & Conservation (TDEC) shall be assigned duties under this Contract. GATLINBURG reserves the right to refuse to accept services from any personnel deemed by GATLINBURG to be unqualified, disorderly, or otherwise unable to do assigned work.

**1.8) Safety:** The Contractor shall maintain an adequate safety program to ensure the safety of Contractor employees, subcontractor employees, and all other individuals working under this contract.

**1.9) Damage:** The Contractor shall be responsible for the repair and replacement of any damage to properties and/or Commission assets caused by the Contractor or employees of the Contractor.

**1.10) Emergencies:** All emergency conditions shall be promptly reported to GATLINBURG.

**1.11) Scheduling and Coordination:** the Contractor and GATLINBURG shall schedule all work ahead of time as agreed upon. The work schedule shall be kept up-to-date.

**1.12) Warranty:** The Contractor warrants to GATLINBURG that all work performed will be performed professionally and consistent with industry practice.

**1.13) Acceptance Evaluation and Quality Assurance:** The services provided will be subject to inspection by GATLINBURG.

**2) Indemnification:** Contractor will indemnify and hold harmless GATLINBURG, and its directors, officers, employees, and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses, and expenses, including but not limited to attorney's fees through appeals for property damages, personal injuries, including injuries to Contractor's employees, and all other losses and damages which may arise or result from the act of the Contractor or the Contractor's employees incidental to the performance of this Contract.

**3) Additional Information:** Please provide any other information that may be deemed necessary to determine the ability to complete the described work according to TDEC requirements and time frames.

Delea Patterson, A/P Purchasing  
City of Gatlinburg  
1230 East Parkway  
P.O. Box 5  
Gatlinburg, TN 37738

**Re: BID FOR BACKFLOW ASSEMBLY INSPECTION AND TESTING SERVICES**

We have reviewed your Invitation with Guidelines and Specifications and offer the following with anticipated services to begin February, 2018 and to continue for the specified time period:

**Backflow Assemblies (all sizes):**

- Initial Testing and Annual Testing:                   \$\_\_\_\_\_ /per test
  
- Re-Testing (as/if necessary):                           \$\_\_\_\_\_ /per test
  
- Cross-Connection Facility Inspections:           \$\_\_\_\_\_ /per inspection

**Notes:**

- GATLINBURG has approximately 500 devices. Payment will be authorized and made for the actual number of devices tested and inspections performed as directed. Backflow assemblies on dedicated fire protection systems are not included in this scope of work.
- Administrative costs for coordinating, scheduling, issuing reminder and violation letters are included in the prices above. There is no separate pay item for administrative costs.
- Contract prices are held at this amount for two (2) years with the option of two (1) one-year renewal periods.

Any Alternates/Deviations from the Specifications are listed Below:

DEVIATIONS: \_\_YES\_\_NO

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Signed/\_\_\_\_\_

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Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City            State    Zip

\_\_\_\_\_  
Email



EACH BIDDER SHALL SUBMIT THIS STATEMENT OF COMPLIANCE WITH THEIR BID.

For Title VI and IX compliance, we ask for voluntary disclosure of the following information:

Gender: Male \_\_\_\_\_

Female \_\_\_\_\_

Race: Caucasian \_\_\_\_\_

African American \_\_\_\_\_

Other (please specify) \_\_\_\_\_

**Vendor List**  
**Backflow Assembly Testing & Inspection Services**

*(This Bid is open to all qualified bidders, regardless of whether they are listed below)*

Associated Fire Services  
3508 Overlook Circle  
Knoxville, TN 37909  
865-588-9240 phone  
[ryan@associatedfireservices.com](mailto:ryan@associatedfireservices.com)

Backflow Specialty, Inc.  
Brad Stinnett  
PO Box 12162  
Knoxville, TN 37912  
865-688-3171 phone  
865-688-3110 fax  
[backflowspecialty@comcast.net](mailto:backflowspecialty@comcast.net)

Backflow Wizard, LLC  
PO Box 23173  
Knoxville, TN 37933  
865-712-8359 phone  
[justin@backflowwizard.com](mailto:justin@backflowwizard.com)

Morristown Automatic Sprinkler Company  
Kenneth Rogers  
1310 Karnes Ave NE  
Knoxville, TN 37917  
865-689-4480 phone  
[Kenny.Rogers@mascofp.us](mailto:Kenny.Rogers@mascofp.us)

Tennessee Automatic Sprinkler Company  
2729 Ball Camp Byington Road  
Knoxville, TN 37931  
865-691-8738 phone  
[mduncan@tennasci.com](mailto:mduncan@tennasci.com)