

PUBLIC NOTICE

INVITATION TO BID # 1023

The Springfield Electric Department will be accepting sealed bids for window replacement at Central Avenue Office. Specifications may be picked up at the Springfield Electric Department, 1000 Central Ave., during normal business hours or downloaded at www.springfield-tn.org. Call Deborah Jones at (615)384-6770 ext. 117 with questions. Bids must be received in the Office of the City Recorder, 405 N. Main St., Springfield, TN 37172, by 2:30 PM local time, Wednesday, March 15, 2017.

The City reserves the right to reject any or all bids.

Lisa H. Crockett
City Recorder

**CITY OF SPRINGFIELD ELECTRIC DEPARTMENT
1000 CENTRAL AVENUE
SPRINGFIELD, TENNESSEE 37172**

PROPOSAL CONTRACT

**WINDOW REPLACEMENT
AT
SED CENTRAL AVENUE OFFICE**

BID OPENING DATE: March 15, 2017

TIME: 2:30 p.m.

Contents:

- I. Proposal/Bid Preparation
- II. Base Bid
- III. Specifications
- IV. Warranty
- V. Construction Contract
- VI. Non-Collusion Affidavit
- VII. Business Relationships Affidavit
- VIII. Iran Divestment Form

I. PROPOSAL & BID PREPARATION

A. Preparation

BIDDER shall submit two (2) copies of bid proposal in a sealed envelope addressed to:

Lisa Crockett
City Recorder
City of Springfield
405 North Main Street
Springfield, TN 37172

Bids will open **March 15th, 2017, at 2:30 p.m.** No telephone or faxed bids will be considered.

B. Pricing

The BIDDER declares that this proposal is made without connection with any other person or persons bidding for the same work. Bids shall not contain any unbalanced prices, unauthorized additions, alterations, limitations, conditions, or provisions. Non-Collusion Affidavit and Business Relationships Affidavit must be returned with bid.

BIDDER shall use Section II Base Bid of this document to list all prices, terms, conditions, exceptions, and warranties.

Springfield Electric reserves the right to reject any or all bids.

C. Inspections and Tests

Unless otherwise specified in the contract or purchase order, BIDDER shall be responsible for the performance of all inspection and test requirements necessary to insure compliance with this specification. This action does not preclude subsequent inspection and testing by OWNER to further determine conformance to specification requirements of quality standards of workmanship, material, and construction techniques.

D. Questions

Any questions concerning these specifications should be directed to:

Deborah Jones
Energy Services Advisor
Springfield Electric Department
1000 Central Avenue
Springfield, Tennessee 37172
(615) 384-6770 ext. 117
(615) 382-1642 (fax)
djones@springfield-tn.org

II. BASE BID

Proposal of _____, herein called "BIDDER", to the City of Springfield Electric Department, herein called "OWNER":

That for and in consideration of the mutual agreements and covenants herein contained, the parties agree and bind themselves as set out below:

The BIDDER, in compliance with the invitation to bid for WINDOW REPLACEMENT AT CENTRAL AVENUE OFFICE, having examined the plans and specifications with the related documents, and being familiar with all the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to install the equipment in accordance with the contract documents, within the time set forth therein, at the price stated therein.

Bidder agrees to perform work in compliance with all codes applicable to this project. All work is to be performed in a neat and professional manner.

This project is to be bid by BIDDER as a LUMP SUM BID for all work described in this specification.

BIDDER hereby agrees to complete work under this contract within one-hundred eighty (180) calendar days after receipt of order.

Prior to awarding of contract, BIDDER shall be required to provide OWNER the following:

- a. Certificate of Insurance per specified limits, and;
- b. All executed documents related to this project returned to OWNER, including Payment Bond, Performance Bond, and Affidavits, and;
- c. Written guarantee of material and workmanship for all work to be performed under this contract including any terms and conditions of guarantee, and;

ANY EXCEPTIONS OR SUBSTITUTIONS FROM THESE SPECIFICATIONS ARE TO BE NOTED AND EXPLAINED WITH ALL DOCUMENTATION SUPPLIED.

**WINDOW REPLACEMENT AT CENTRAL AVENUE OFFICE
BID OPENING**

Date: March 15, 2017

Time: 2:30 p.m.



Base Bid (All Windows)

Lump Sum Price: \$ _____

Option(s) _____

Lump Sum Price: \$ _____

Available Start Date: _____

Terms and Length of Warranty(s)/Guarantee: _____

Other Terms and Conditions: _____

Exceptions/Substitutions:

1. _____

2. _____

3. _____

4. _____

The OWNER reserves the right to reject any or all bids, to waive any informality in bids, and to accept in whole or part such bid or bids as may be deemed in the best interest OWNER.

Signature – BIDDER

Date

Company Name

Address

Telephone No.

_____ **SCOPE OF WORK AND SPECIFICATIONS FOLLOW THIS PAGE** _____

III. SPECIFICATIONS

SCOPE

The City of Springfield Electric Department has an administrative office and warehouse located at 1000 Central Avenue, Springfield, Tennessee. The building was constructed in 1985 and has two main sections: a front office, flat roof w/skylights, rectangular construction, encompassing approximately 1,764 sq. feet; and a back warehouse, sloped metal roof, rectangular construction, encompassing approximately 10,600 sq. feet. Building sections are separated by a block wall.

The front building section Storefront proceeding from the block wall contains four offices and a conference room, each with ¼” double-pane exterior windows. Due to age and construction, these windows are drafty, inefficient, and need to be replaced.

Bidders are asked to bid complete replacements for all windows indicated according to these specifications. **Proposals must meet or exceed these specifications.**

SPECIFICATIONS & SCOPE:

1. Furnish and install Storefront using a 2 x 4-1/2 thermal broke frame in a dark bronze finish.
2. Glass to be 1” IG tinted bronze with a Low-e 2 coating.
3. Four (4) openings of approx. 10' x 5' with 4 panels, which one will be a casement.
4. Two (2) openings of approx. 14' x 5' with 6 panels, which one will be a casement.
5. One (1) opening of approx. 15' x 5' with 6 panels, which one will be a casement.
6. Location of casement in each opening is to be determined by owner.
7. Casement will be hinged and screened. Vent type or casement type is to be determined by owner.

PROSPECTIVE BIDDERS ARE REQUIRED TO SCHEDULE A VISIT OF THE SITE TO BECOME FAMILIAR WITH THE WORK TO BE PERFORMED. Building is available for inspection during regular working hours Monday-Friday 7:30 a.m. – 4:30 p.m. Please contact Deborah Jones at 384-6770, ext. 117 to arrange a site visit.

IV. WARRANTY

BIDDER will provide no less than a five (5) year all-inclusive warranty on labor & workmanship. BIDDER will provide no less than a ten (10) year manufacturer’s warranty on materials. Manufacturer’s Warranty and any extended warranty options on all material and roofing systems shall be submitted with bid.

V. CONSTRUCTION CONTRACT – SED WINDOW REPLACEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2017, by the CITY OF SPRINGFIELD, TENNESSEE, as administered by the Department of Electricity (hereinafter called DEPARTMENT) and _____, an independent CONTRACTOR (hereinafter called CONTRACTOR).

That for and in consideration of the mutual agreements and covenants herein contained, the parties agree and bind themselves as set out below:

1. CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment and materials for the sole purpose of replacing windows per the contract scope.
2. CONTRACTOR agrees to perform all work in accordance with all federal, municipal, county, state, and other local laws, ordinances, and regulations applicable to said work.

All work shall be performed in accordance with such of the following as may be applicable:

- A. All construction work shall be done in accordance with DEPARTMENT directives and in conformity with all local codes and permissions obtained.
 - B. Materials and methods to be used for all construction work shall be mutually determined by the parties hereto.
3. CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints handled by CONTRACTOR with due regard for DEPARTMENT'S public relations. CONTRACTOR'S personnel shall be expected to conduct themselves in a professional and courteous manner.
 4. CONTRACTOR shall be responsible for any property damage caused by its workers or subcontractors during the term of this contract.
 5. CONTRACTOR shall indemnify and hold harmless DEPARTMENT, its agents and employees, from and against all claims, damage, losses and expenses, including attorney's fees, arising out of or resulting from CONTRACTOR'S performance of the work required herein.

6. CONTRACTOR shall install and maintain the necessary guards and protective equipment at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of DEPARTMENT or the general public.

7. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and will provide protection for any claim which may arise out of or result from CONTRACTOR'S performance of the work and the furnishing of materials and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR or by anyone for whose acts CONTRACTOR may be liable including but not limited to the following:

- A. Claims under workers' or workman's compensation, disability, benefits and other similar employee benefit acts;
- B. Claims for damage because of bodily injury, occupational sickness, or disease, or death of CONTRACTOR'S employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
- D. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of any offense directly or indirectly related to the employment of such person by CONTRACTOR or (b) by any other person for any other reason;
- E. Claims for damages, other than to the work itself, because of the injury to or destruction of tangible property wherever located, including loss of use resulting therefore.
- F. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- G. Claims or damages because of bodily injury or death of any person or

property damage arising out of the ownership, maintenance or use of any motor vehicle.

CONTRACTOR'S general liability insurance shall also include coverage for the indemnification obligation to DEPARTMENT assumed under Section 6 hereof.

The insurance required hereby shall include the specific coverage and be written for not less than following stated limits of liability and coverage or limits of liability and coverage required by law, whichever is greater:

Comprehensive General Liability

- Bodily Injury (including completed operations and products liability) and Property Damage. Combined single limit of each occurrence and aggregate (\$1,000,000).
- Property damage liability (\$100,000 per occurrence).
- Personal injury, with employment exclusion deleted: combined single limited of \$350,000 each occurrence and aggregate.

Comprehensive Automobile Liability

Combined single limit of \$500,000 each occurrence.

Worker's Compensation and Employer's Liability

Statutory Limits.

All such insurance shall remain in effect at all times during the term of this Agreement and when CONTRACTOR may be performing the work.

8. This agreement shall be binding upon the parties hereto and their heirs, successors, executors, administrators, and assigns. CONTRACTOR shall not assign any of its rights or duties under this agreement, or subcontract the whole or any part of the work performed hereunder, without first having obtained the written consent of DEPARTMENT authorizing such assignment or subcontract.

9. This agreement is not intended to constitute a compensation or unemployment compensation law, any old age benefit law, or any similar law, and it shall not be so

construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR'S employees.

10. CONTRACTOR shall complete all work under this contract within thirty (30) calendar days from the date of this contract.

11. Should CONTRACTOR fail to carry out work or to comply with any of the provisions of this agreement, DEPARTMENT may terminate this agreement upon 24-hours' written notice to CONTRACTOR.

Name of Contractor

Mayor, City of Springfield

Authorized Signature

City Recorder

Title

Address

Address

Phone Number

IRAN DIVESTMENT ACT NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann §§ 11-57-10, et. Seq.”

While in conclusion on the list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list, please contact the Central Procurement Office at CPO.Website@tn.gov.

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



OFFICE OF THE EXECUTIVE DIRECTOR

HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS
COMMITTEE

List Date: July 1, 2016

**Entities Ineligible to Contract with the State of South Carolina or any
Political Subdivision of the State per the Iran Divestment Act of 2014, S.C.
Code Ann. §§ 11-57-10, et seq.**

- | | |
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| 1. Abadan Petrochemical Co. | 36. Petro China Co. Ltd. |
| 2. Aban Offshore Ltd. | 37. Polskie Gornictwo Naftowe i Gazownictwo SA |
| 3. Arak Petrochemical Co. | 38. Royal Dutch Shell Plc |
| 4. Arvandan Oil & Gas | 39. Sepehr Energy |
| 5. Behran Oil Co. | 40. Shiraz Petrochemical Co. |
| 6. Bharat Petroleum Corporation Ltd. | 41. Showa Shell Sekiyu K.K. |
| 7. China National Petroleum Corp. (CNPC) | 42. Tabriz Oil Refining Co. |
| 8. China Petroleum & Chemical Corp. | 43. Total S.A. |
| 9. Cosmo Energy Holdings Company Limited | 44. Toyota Tsusho Corporation |
| 10. Dragon Oil Plc | 45. Tupras Turkiye Petrol Rafinerileri AS |
| 11. Eni Spa | |
| 12. Esfahan Oil Refining Co. | |
| 13. Essar Oil Ltd. | |
| 14. Fanavaran Petrochemical Co. | |
| 15. Farabi Petrochemical Co. | |
| 16. Gail (India) Ltd. | |
| 17. Gazprom OAO | |
| 18. Gubre Fabrikalari T.A.S. | |
| 19. Hindustan Petroleum Corporation Ltd. | |
| 20. Hyundai Heavy Industries | |
| 21. Idemitsu Kosan Co. Ltd. | |
| 22. Indian Oil Corporation Ltd. | |
| 23. IX Holdings, Inc. | |
| 24. Koc Holding A.S. | |
| 25. Lukoil Oil Co. | |
| 26. Maire Tecnimont S.P.A. | |
| 27. Mangalore Refinery & Petrochemicals Ltd. | |
| 28. Mitsubishi Corporation | |
| 29. Mitsui & Co. Ltd. | |
| 30. National Iranian Oil Co. | |
| 31. National Iranian South Oil Co. | |
| 32. Oil & Natural Gas Corporation Ltd. | |
| 33. Pardis Petrochemical Co. | |
| 34. Pars Oil Co. | |
| 35. Parsian Oil and Gas Development Co. | |

Contact irandivestment@mms.sc.gov with questions regarding this list.

IRAN DIVESTMENT ACT

“By the submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each of a joint bid each party thereto 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 a person included within the list created pursuant to § 12-12-106.”

Signature: _____

Date: _____

Title: _____