



Procurement Contact:

Karen D. Smitherman, Buyer & Strategic Sourcing Specialist, Email: kdsmitherman@maryville-tn.gov

MANDATORY COVER PAGE
PLEASE TYPE or PRINT CLEARLY

Company: _____ Date: _____

City: _____ State: _____

Contact Person: _____ Telephone Number: _____

Email Address: _____

Communication regarding this Invitation for Bids (IFB) is limited to the Buyer listed above. Unauthorized communication with other City of Maryville, Tennessee staff or officers is prohibited.

DIRECTIONS FOR SUBMISSION:

All data and documentation to be submitted as part of this solicitation shall become the property of the City of Maryville, Tennessee. After a contract is executed, all qualifications, responses, documents, and materials submitted shall be considered public information and will be made available for inspection in accordance with the Tennessee Public Records Act.

Bid responses must be SUBMITTED VIA EMAIL to COMsealedbid@maryville-tn.gov; the title in the subject line of the email shall be "23-26 Bid Submission." In the alternative you may submit a paper bid submittal to:

Attention: Karen D. Smitherman
IFB 23-26
332 Home Avenue
Maryville, TN 37801

The bid opening will be held on **April 29, 2026 at 2:00 p.m. Eastern Time** in the Auditorium of the City of Maryville Operations Center. All bid responses must clearly include the Bidder's Name, Bid Number, and Bid Title. Submissions received after the due date and time will be rejected and marked "Received too Late for Consideration."



April 14, 2026	Bid available on City's website
April 20, 2026	Questions due no later than 12:00 p.m. Eastern Time Submit all questions via email to: kdsmittherman@maryville-tn.gov
April 23, 2026	Addendum posted on City's website no later than 12:00 p.m. Eastern Time, if needed
April 29, 2026	Bid submissions DUE NO LATER THAN 2:00 p.m. Eastern Time
April 29, 2026	Bid opening conducted in person at 2:00 p.m. Eastern Time in the Auditorium of the City of Maryville, Tennessee Operations Center located at 332 Home Avenue, Maryville, TN 37801.

DESCRIPTION OF WORK & SPECIFICATIONS

The City is seeking qualified bidders to provide URD Primary Copper Kerite Wire for a one-time purchase. Wire must be new. Wire must be delivered to the City of Maryville located at 332 Home Avenue, Maryville, TN 37801. Bid price must be all-inclusive, full-delivered price. No additional fees (e.g. shipping, energy surcharge) will be paid.

Quantity listed are not guaranteed. The City makes no commitment to purchase any minimum or maximum quantity.

CONTRACT TERMS AND RENEWAL

Term of Contract

This solicitation is for a one-time purchase. A Purchase Order (PO) will be issued to the awarded supplier.

Pricing

All pricing submitted shall remain firm until the order is received in full by the City.

Termination for Convenience

The City may terminate this Contract, in whole or in part, at any time for their convenience upon thirty days' written notice to the supplier. The supplier shall be compensated only for goods and/or services delivered and/or provided and accepted by the City prior to the effective date of the termination.



Delivery

Delivery shall be **FOB Destination, freight prepaid and allowed**, to the address listed above. The supplier shall bear all risk of loss until delivery to and acceptance by the City.

Turnaround Expectations

Suppliers shall quote accurate lead time(s) for the material(s) included in the solicitation. The awarded supplier will be expected to provide material(s) within the timeline(s) stated in their bid response.

Warranty Requirements

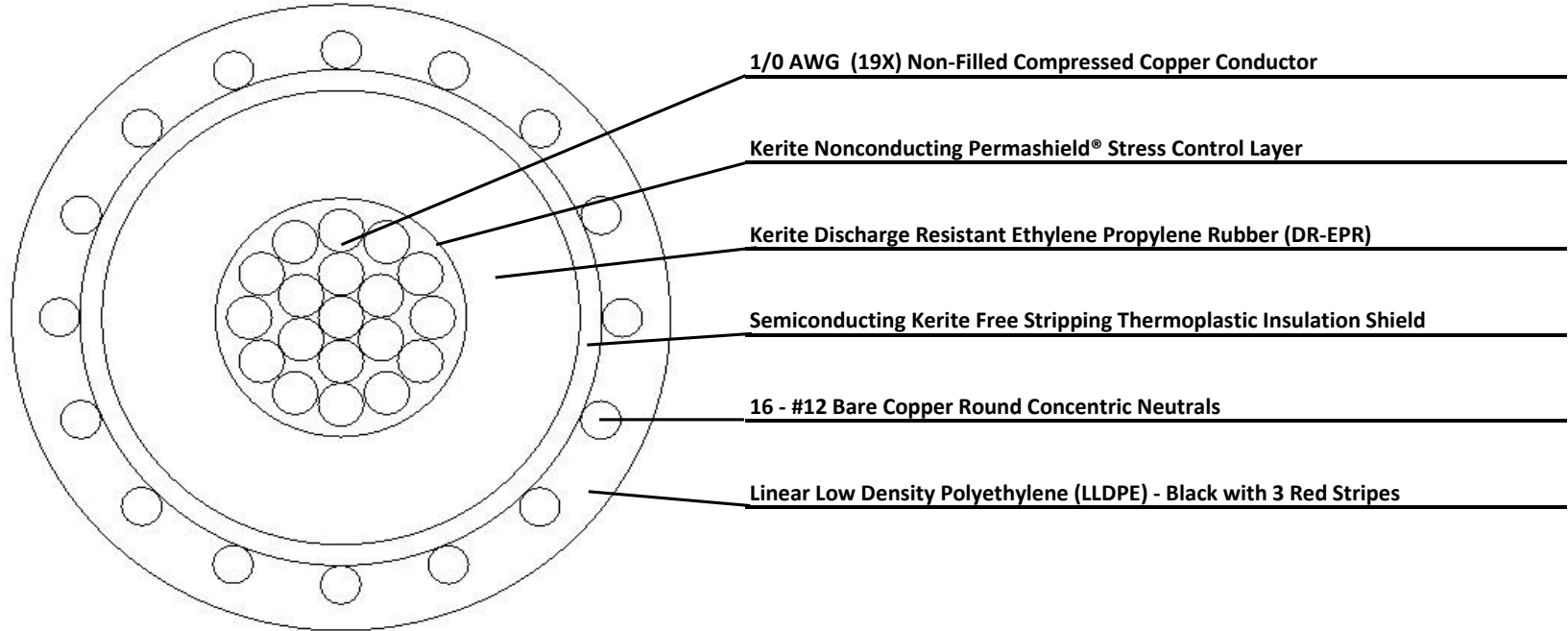
The supplier shall provide all wire with the minimum manufacturer's warranty. The awarded supplier shall provide replacement materials for items under warranty within a reasonable period of time.

SPECIFICATIONS


In order for a bidder to be deemed responsive (i.e.: complies with all requirements listed in the solicitation and their submittal will be included in the evaluation process), they must:

- **Refer to the attached required specification sheet included in the bid document and bid as per specified. Due to limitations for installation at the site where the material will be installed, or equal products will not be considered for this solicitation.**
- Product is the Kerite Marmon Utility Kerite Part Number: 111C15-C1200.
- PRICING MUST BE SUBMITTED USING THE MANDATORY BID PRICING SHEET.
- All other mandatory pages must be completed, scanned, and uploaded/submitted as a single PDF file.

Marmon Utility - Kerite Part No: 111C15-C1200



COMPONENT	DESCRIPTION	Min Dia (in)	Nom Dia (in)	Max Dia (in)	Additional Notes
Conductor	1/0 AWG (19X) Non-Filled Compressed Copper	-	0.362	-	Cable Weight (1/C): 1.101 (lbs/ft) Cu Weight: 0.660 (lbs/ft) Al Weight: 0.000 (lbs/ft)
Conductor Shield	12 mil min pt Kerite Nonconducting Permashield®	-	0.400	-	
Insulation	210 mil min pt Kerite DR-EPR	0.805	0.840	0.895	
Insulation Shield	30 mil min pt Semiconducting Thermoplastic	0.865	0.910	0.995	Industry Standards: ICEA: S-94-649
Metallic Shield	16 - #12 Bare Copper Round Concentric Neutrals	-	1.070	-	
Jacket	45 mil min pt LLDPE Jacket - Black with 3 Red Stripes	-	1.185	-	

	CABLE DESCRIPTION:		DRAWING:	
	1/C Single - 1/0 AWG (19X) Non-Filled Compressed Copper Conductor, Kerite Nonconducting Permashield®, 15 kV 133% (220mil) Kerite DR-EPR Insulation, Semiconducting Free Stripping Thermoplastic Insulation Shield, 16 - #12 Bare Copper Round Concentric Neutrals, 50 mil Encapsulating LLDPE Jacket - Black with 3 Red Stripes		111C15-C1200	
			SCALE:	None
			BY:	M Kubikowski
		DATE:	December 11, 2024	

IMPORTANT NOTICE:

This drawing is only an illustration of the product and is for information purposes only. Marmon Utility LLC does not accept any liability for errors or omissions or misuse of the information provided.

MANDATORY PAGE

BID FORM

Supplier Name: _____

Description	Quantity	Price per Foot	Total Price
22-26 URD Primary Copper Wire Kerite 111C15-C1200	22,000'	\$	\$

Lead time for delivery ARO: _____

MANDATORY PAGE
REFERENCES & EXCEPTIONS

Provide contact information for three current (within the last 12 months) clients that meet our requirements for similar type of product and service for institutional, corporate, and government agencies. Notify your references that the City will be contacting them via email. **Email address is required. It is the bidder's responsibility to ensure references respond to the City as required.**

Entity: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Email Address: _____

Entity: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Email Address: _____

Entity: _____ Contact Person: _____

Address: _____ City, State, Zip: _____

Email Address: _____

Exceptions to Solicitation (if there are none, write "NONE"): _____

Indicate whether contract may be used by other governmental entities. Yes No

MANDATORY PAGE
CERTIFICATIONS & SIGNATURES

- I acknowledge the following to be Mandatory Pages for my submission to be considered:
 - Bid Cover Page
 - Bid Form Page
 - References & Exceptions Page
 - Certifications & Signatures Page
 - Supplier Information Form
 - Form W-9
 - Business Tax License Affidavit
 - Debarment Certification Form
 - Conflict of Interest Certification
 - Equal Opportunity & Non-Discrimination Form
 - Non-Collusion Affidavit
 - Iran Divestment Affidavit
 - Non-Boycott of Israel Affidavit

Yes

- Supplier certifies that they have not been barred from contracting with a unit of state or Local government by any governmental entity. Yes

- I acknowledge this Solicitation Requires **Does not** Require a Bid Bond Yes

- I acknowledge this Solicitation Requires **Does not** Require Performance & Payment Bonds Yes

- Supplier understands that in submitting this bid/proposal, they waive all right to plead any misunderstandings regarding the foregoing information presented in the Solicitation Documents, including but not limited to, the City Purchasing Ordinance, Standard Terms and Conditions, and all Addenda. Yes

I have carefully examined the Bid and any other document accompanying or made a part of the Solicitation. I certify I am duly authorized to submit on behalf of the firm and the firm is ready, willing, and able to perform if awarded this contract. I further certify under oath this solicitation response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a response for the same product or service.

Individual/Company/Corporation: _____

Printed Name and Title: _____

Telephone Number: _____ Email: _____

Address: _____

Signature: _____ **Date:** _____

Witness Name & Title (print): _____

Witness Signature: _____

VENDOR INFORMATION FORM

Name: _____

Federal Tax ID Number: _____

Business License Number: _____

County & State of License: _____

Mailing Address: _____

Shipping Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Corporation Sole Proprietor Partnership

Owner's Name if Sole Proprietor: _____

NEW VENDORS WILL BE ADDED AFTER RECEIPT OF THIS COMPLETED FORM AND VERIFICATION OF A CURRENT BUSINESS LICENSE. VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL NOT BE ACCEPTED.

IT IS THE RESPONSIBILITY OF THE FINANCE DEPARTMENT TO ENTER AND UPDATE ALL VENDOR INFORMATION.

THANK YOU.

BUSINESS TAX & LICENSE AFFIDAVIT
Tennessee Code Annotated § 5-14-108(l)

The undersigned states that they have legal authority to swear this on behalf of

_____, and that the business is not in any manner
Name of firm or individual

in violation of Tennessee Code Annotated § 5-14-108(l) which states, “*No purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent.*”

Affiant affirms and warrants that their business licenses are currently valid, and all business taxes have been paid and are current as of the date of this affidavit. The business is licensed and pays business taxes in _____ County, _____.
Name of State

BUSINESS

Signature: _____

Title: _____

Date: _____

Witness

Signature: _____

Date: _____

City of Maryville

Contractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained online at www.ecfr.gov .

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The Contractor/Vendor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The Contractor/Vendor acknowledges that this certification applies to all prospective and engaged lower tier covered transactions (subcontracts and subcontractors), and that the Contractor/Vendor will obtain a signed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (3) Where the Contractor/Vendor is unable to certify any of the statements in this certification, the Contractor/Vendor shall attach an explanation to this proposal.

Organization Name:

Names(s) and Title(s) of Authorized Representative(s) of the Contractor/Vendor:

Signature(s): _____

Date:

Instructions for Certification

1. By signing and submitting this form, the contractor is providing the certification set out in accordance with these instructions for both the Contractor/Vendor and any prospective lower tier participant

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The contractor shall provide immediate written notice to the City of Maryville if at any time the Contractor or any prospective or engaged lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The Contractor/Vendor agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The Contractor/Vendor further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. A copy of the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" is included in this document.

7. A Contractor/Vendor in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor/Vendor may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List/Excluded Parties list available at www.sam.gov .

CERTIFICATION REGARDING CONFLICT OF INTEREST

By submitting its bid for this Invitation to Bid No. _____, Bidder covenants and affirms that:

- 1) No manager, employee or paid consultant of the Bidder is a member of the Board, or an employee of Blount County Board of Education;
- 2) No manager or paid consultant of the Bidder is married to a member of the Board, the CEO, or an employee of Blount County Board of Education;
- 3) No member of the Board, the CEO or an employee of Blount County Board of Education is a manager or paid consultant of the Bidder;
- 4) No member of the Board, the CEO or an employee of Blount County Board of Education owns or controls more than 10 percent in the Bidder;
- 5) No member of the Board, CEO, or employee of Blount County Board of Education receives compensation from Bidder for lobbying activities;
- 6) Bidder has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest;

Should Bidder fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Bidder shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Blount County Board of Education and shall immediately refund to Blount County Board of Education any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by Blount County Board of Education relating to that contract.

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Designation of Authorized Representative: _____

Date: _____

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Vendor _____ promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. The Vendor _____ conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Vendor _____ provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor _____ and its authorized representative named below is committed to promoting equal employment opportunity.

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Designation of Authorized Representative: _____

Date: _____

Iran Divestment Act Certification

Effective July 01, 2016

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted. Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the "Iran Divestment Act." The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State's website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal** made to a local government for goods or services, when competitive bidding is required, **must contain the certification stated below**, subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government, except under limited enumerated circumstances.

I certify, under penalty of perjury, that the following statement is true:

"By 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 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 § 12-12-106."

Company Name: _____

Printed Name: _____

Signature: _____

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (persons) executed the same as such person (person's) free act and deed.

Notary Public _____

Printed Name _____

My Commission Expires: _____

Non-Boycott of Israel Certification

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

1. Addenda

No modifications to the Invitation for Bids (IFB) shall be binding upon the City of Maryville, Tennessee (City) unless made by formal addendum by an authorized representative of the City of Maryville Purchasing Department. IFB addenda, if issued, are posted on the City's website:

<https://www.maryvillegov.com/bid-opportunities.html>. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly. Addenda issued later than 48 hours prior to IFB deadline, excluding weekends and legal holidays, will result in the IFB deadline being extended.

2. Availability of Requested Items

Bidders must accept responsibility for verifying availability of specified items prior to submission of bid. If specified items are discontinued, replaced or will not be available for an extended period of time, bidder shall notify the City no less than 96 hours prior to the IFB deadline, excluding weekends and legal holidays.

3. Award

The right is reserved, as the interest of the City may require, to reject any and all bids and to waive any informality in bids received. The City reserves the right to: make an award on all items or on any of the items; award for an item quantity less than the quantity proposed upon unless qualified by specific limitation of the proposer; make multiple awards; or to not award this IFB. Contract award, if made, shall be to the responsive, responsible bidder submitting the bid that is in the best interest of the City. (*Responsive Bidder* is defined as a contractor, business entity or individual who has submitted a bid that fully conforms in all material respects to the IFB and all of its requirements, including all form and substance. *Responsible Bidder* is defined as a contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) Disputes arising from the award of this IFB must be submitted in writing to the City Purchasing Agent and received no later than seven (7) calendar days from notice of Intent to Award date or contract award date, whichever is sooner.

The contract resulting from this solicitation shall be a non-exclusive contract. City reserves the right to issue multiple solicitations or purchase these products or services from other sources if needed, as determined by the City Purchasing Agent.

4. Compliance with Applicable Laws

The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by City Governments insofar as they pertain to the purchase made under this contract.

5. Conflict of Interest

No employee, officer or agent of the City shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The City's employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its bid, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor

in connection with any goods provided or work contemplated or performed relative to the agreement.

6. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

7. Delivery

Delivery will be F.O.B. Destination unless otherwise specified in this IFB. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. All transportation charges shall be paid by the seller.

To ensure adequate service level to the people, the City requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, the City reserves the right to cancel the order and purchase elsewhere and hold seller accountable therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

8. Exceptions to Specifications

Any vendor taking exception to any requirement, term, or condition of these specifications must explicitly identify each exception within their submittal. Failure to clearly state exceptions will be interpreted as the vendor's agreement to fully comply with all specifications as stated. Conditional or qualified submissions are subject to rejections, either in part or in their entirety.

Exceptions must be detailed on a separate document, quoting the original solicitation language precisely, followed directly by the vendor's proposed alternative language. Do not alter, strike through, or otherwise modify the original solicitation document. Exceptions provided in any other format will not be considered or reviewed.

9. Federal Tax and State Sales Tax

Purchases by the City are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the City upon the Contractor's request. Contractor shall be solely responsible for payment of all sales and/or use taxes related to materials, supplies, and services purchased or used in fulfilling this contract. Contractor shall remit such taxes directly to the Tennessee Department of Revenue

10. Iran Divestment Act

Public Chapter 817 Iran Divestment Act SB 377 – HB 261 enacts the Iran Divestment Act, 12-12-101 et seq., requiring the state chief procurement officer to publish and keep updated on its website a list of persons it determines engage in investment activities in Iran. Persons on that list are ineligible to contract with the state or any political subdivision. By 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 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 § 12-12-106. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. The political subdivision may make an exception and award the bid if (1) the investment activities in Iran occurred before July 1, 2016, have not been expanded or renewed on or after July 1, 2016, and the bidder is implementing a formal plan to cease the investment activities in Iran and refrain from

engaging in any new investments there, or (2) the political subdivision determines in writing that the goods or services are necessary and, absent an exemption, the political subdivision would be unable to obtain the goods or services.

11. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the IFB deadline date and time. Modifications cannot be made to the bid after the IFB deadline. The time of record for written submittals will be the date/time stamp of the City Purchasing Department or COMSealedBid@maryville-tn.gov if submitted by email. Late bids submitted will not be considered.

12. Litigation

It is the responsibility of the proposer to disclose information regarding any current or pending litigation that its company or principals have been involved with for the last 5 years. This responsibility shall continue throughout the term of the contract. Non-disclosure of pending litigation within 60-days of receipt of service of processor being filed is grounds for contract termination.

13. Modification or Withdrawal of Bids

Prior to the IFB submittal deadline, bidders may modify or extract their electronic bid.

14. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this IFB, require that all decisions made as to matters concerning this bid be made on an individual firm basis. By signing this bid, the bidder certifies that no company employees, agents, or representatives have colluded in any respect with any other person or firm as to the terms and conditions of the company's bid. Any concerted activity with respect to this bid will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

15. Notification to City

If no bid is to be submitted in response to this IFB, it is not necessary to return the IFB or notify the City.

16. Preparation of Bids

(A) Bidders are expected to examine all IFB documents. Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish all information required by the IFB. Bids that are incomplete or submitted on forms other than the specified forms may be deemed non-responsive.

(C) Each item must be priced separately. Unit prices must be shown and shall include freight unless otherwise specified in the IFB. In case of discrepancy between any unit price and an extended price, the unit price shall govern.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the IFB.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the IFB.

(F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

(G) Bidders are cautioned to check their submittal for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to honor their pricing or be subject to disqualification for award.

(H) Each bid must include the full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind the company in contract.

17. New Material

Unless specified otherwise in the solicitation documents, contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials will not be accepted, unless specifically authorized in the IFB.

18. Brand Names

Specifications furnished in the IFB are intended to establish a desired quality of performance level or other minimum requirements that will provide the City with the best product available at the lowest possible price.

If a bidder offers an alternate, they must include the brand name and/or model they propose to furnish and include complete descriptive literature and specifications that clearly describe the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

UNLESS BIDDER SPECIFIES OTHERWISE IN THEIR BID, IT WILL BE UNDERSTOOD THAT THEY ARE OFFERING THE REFERENCED BRAND ITEM AS STATED. The City alone reserves the right to determine whether a substitute offer is equivalent and meets the standards of quality and suitability to the City's needs as indicated by the brand referenced. A sample or demonstration may be required at the expense of the vendor.

19. Bid Acceptance

Prices quoted shall be held firm and subject to acceptance by the City for a period of 90 calendar days from the IFB deadline, unless bidder indicates otherwise in their bid. If awarded the IFB within the time frame specified, bidder agrees to furnish all supplies/services described or specified.

20. Public Information

The vendor understands that any material supplied to the City may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

21. Qualifications of Bidders

The City may make such investigations as are deemed necessary to determine the ability of the proposer to perform the work and the proposer shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bidder if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

22. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective bidder to notify the City Purchasing designee if there is a question as to the specifications or solicitation procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours prior to the IFB deadline, excluding weekends and legal holidays. These requirements also apply to specifications or procedures that are in error or ambiguous.

23. Subcontracts

Subcontractors will generally not be permitted. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be

acceptable to and approved by the City. Any approved subcontractor will be required to adhere to the same policies as the contractor (e.g. licensing and insurance).

24. Submissions of Bids

(A) City does not accept responses to this Invitation for Bids by facsimile or email (other than the email listed herein).

(B) Bids submitted in hard copy must be enclosed in a sealed envelope; the company name, the bid number, and the due date must be plainly identified on the outside of the sealed envelope.

(C) Bidders must obtain solicitation documents from the City's website and submit bids by mail or common carrier to the address listed herein or electronically to CoMsealedbid@maryville-tn.gov. Bidders for construction projects exceeding \$25,000.00 must include the required contractor license information with their submittal.

(D) See Clause 12 under Terms and Conditions of the Invitation for Bids regarding bid modifications or withdrawal.

(E) Samples of items, when required, must be submitted within five (5) calendar days of request and at no expense to the City unless otherwise specified by the City. If not consumed by testing, samples will be returned at bidder's request and expense unless otherwise specified in the IFB.

(F) The bidder must comply with all IFB instructions and provide sufficient detail for the response to be properly evaluated. Any deficiencies in this regard will be determined by the City Purchasing Agent to be either a defect that the Agent can waive or that the response can be sufficiently modified to meet the IFB requirements.

~End Section~

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Terms And Conditions of Purchase

1. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

2. Appropriation

The City recognizes that the actions of a council in a current budget year cannot bind a future council to a particular course of action in a future budget year, except in certain specific instances, such as the issuance of general obligation indebtedness. For that reason, each contract entered into that requires payment to be made in a future budget year must contain a non-appropriation clause. As defined hereinbefore, such a clause essentially provides that if a future council fails to appropriate sufficient funds to meet a contractual obligation for that future budget year, the contract can be terminated without penalty to the delivery of a product or service in a future budget year are not subject to this provision.

3. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the City may cancel this contract or affirm the contract and hold the seller responsible for damages.

4. Contract

Contract documents must be in writing and accepted by both parties. The City Purchasing Agent is the agent of the City with authorization to modify the contract. Contract documents must be signed by the City Purchasing Agent. These signature lines are to be included on contract documents submitted to the City.

Authorization to furnish goods/services will be made via purchase order signed by the City Purchasing Agent and Finance Director or other designated personnel.

The Contractor warrants that the unit price stated for all items will remain firm until the entire order is fulfilled.

5. Definitions

(A) The "City" is Maryville, Tennessee, and includes its designated representatives.

(B) The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

(C) The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

(D) A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

(E) "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

(F) The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

6. Equal Opportunity

It is the policy of the City to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21 and related statutes and regulations to the end that no person shall be excluded from participation in or be denied benefits of, or be subjected to City of Maryville, TN IFB No. 23-26

discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

7. Fuel Adjustments

Due to current market conditions, world events, and the volatility of the fuel industry, the City realizes the potential for drastic fluctuations in the price of fuel. In the event of extraordinary and unexpected increases in fuel costs, the City may **consider** requests for limited price/invoice/billing adjustments, provided that sufficient appropriated funds for goods or services hereunder are available or reasonable appropriations can be made. The City makes **no** guarantee of such adjustments. Any request for adjustment must be accompanied with full documentation; this may include letters from vendors and/or suppliers, explaining what event(s) led to the request for adjustment. The City reserves the right to audit **actual** invoices for fuel-related products and/or services. Any adjustment made under this provision may require a contract amendment, which shall be governed by all applicable laws, rules and regulations governing contract modifications.

8. Governing Law and Venue

Any contract awarded or agreement entered into as a result of the IFB shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached as a result of this IFB, shall have venue in Blount County, Tennessee, and any such legal proceeding shall be brought in Blount County, Tennessee. The successful proposer agrees to the jurisdiction of the Blount County, Tennessee courts.

9. Indemnification and Insurance

Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the City and to indemnify the City against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage as requested.

Any and all obligation of City to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. § 29-20-101 et. seq. and City's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.

10. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent contractors and that City shall not be responsible for any payment, insurance, or incurred liability.

11. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the City pursuant to this contract shall be deemed accepted until the City has had a reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the City's

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Terms And Conditions of Purchase

discount privileges or exclude any other legal, equitable or contractual remedies the City may have therefore. Performance of services shall be completed to the City's satisfaction.

12. Invoices

Invoices shall be submitted to the physical address or email address as stated in IFB or noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the City of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the City of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this IFB. Any different or additional terms contained in the seller's acceptance are hereby objected to.

13. Limitations of Liability

In no event shall City be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if City has been advised of the possibility of such damages.

14. Notice

Any notice pertaining to any part of this contract will be in writing and approved by both parties. There will be no verbal authorizations.

15. Packaging

The City will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

16. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that they will, at their own expense, defend every suit which may be brought against the City, or those selling or using the City's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that they will pay all costs, damages and profits recovered in any such suit.

17. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

18. Quantities

The City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the City's rejection and return at seller's expense.

19. Registration

All awarded suppliers must be registered with the City Purchasing Office prior to a PO being issued or a contract being City of Maryville, TN IFB No. 23-26

executed. All suppliers must submit a copy of their company's current W-9 with their IFB response. Upon completion, it is the responsibility of the vendor to keep their information current with the City Purchasing Office. The City may request that the vendor registration be completed prior to contract award.

20. Remedies

City shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

21. Right to Inspect

City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

22. Severability

If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

23. Termination of Contract

If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, the City may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. City expressly retains all its rights and remedies provided by law in case of such breach, and no action by City shall constitute a waiver of any such rights or remedies. If the contract is so terminated, the City may purchase, upon such terms and in such manner as the City Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. The City reserves the right to award a contract to the next best responsive and responsible proposer from this IFB should the contract be terminated for due cause or cancelled or not renewed by the Contractor.

The contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days. From this notice to the termination date, the Contractor shall fulfill any service requirements and shall be compensated for such.

24. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of said goods or work or by payments for them.

~End Section~