CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS herein "**Contract**") is made and entered into this 11th day of July 2016 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and Phoenix Electric, LLC , a Tennessee LLC (herein the "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the TOWN desires to contract with a provider of licensed electrician services for On Call Electrical Services (herein the "**Contract Items**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC2016-13 Electrical Contractor / On Call (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on July 11, 2016 and ending on July 10, 2017. This Contract may be extended by the TOWN for two **(4)** additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

4.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars ($500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [Omitted]

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on

behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(i) To: Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
Facsimile: (901) 457-2207
Email: tocpurchasing@ci.collierville.tn.us

(ii) To: Phoenix Electric, LLC
PO Box 152

Moscow, TN 38057
Facsimile: N/A
Email: phoenixelectric@hughes.net

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE, TENNESSEE

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
Town Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

_____
Director of General Services

June 24, 2016

Phoenix Electric LLC

By: _____

Its: Chief Mng. Mbr.

CONTRACTOR's Mailing Address:
PO Box 152
Moscow, TN 38057

CONTRACTOR's Telephone Number:
901-208-3121

MB 6/24/16

EXHIBIT "A"

Invitation to Bid No. TC2016-12

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
James H. Lewellen, Town Administrator
Jane Bevill, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Purchasing Agent

INVITATION TO BID

BID DESCRIPTION: On Call Electrical Services

BID NUMBER:TC2016-13

DUE DATE: No Later Than

2:00:00 PM.	**Wednesday**	**May 18, 2016**
(Local Time)	**(Day)**	**(Date)**

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

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TOWN OF COLLIERVILLE BID ENVELOPE	**ATTACHMENT**

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION I

LEGAL NOTICE TO BIDDER(S)

LEGAL NOTICE TO BIDDERS

The Town of Collierville Purchasing Division is requesting sealed bids on the following items:

BID # TC2016-13 "On Call Electrical Services"

Complete bid packages are available from the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, Monday through Friday, 8 a.m. to 5 p.m. Interested parties may visit the Purchasing Division's Bid and RFP webpage at http://www.collierville.com/general-services-departments-97/bids-rfps for further solicitation information and to obtain the project's official bid/RFP distribution form by clicking on the bid/RFP/RFSOQ number. The completed distribution form should be returned by facsimile request at 901-457-2258; or by email to tocpurchasing@ci.collierville.tn.us.

Please Note: As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when requesting a copy of any bid. The Vendor will also be required to reference its Vendor Number on the Bid Response Form.

**The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at http://tocpurchasing.collierville.com/bso. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit* http://www.collierville.com/general-services-departments-97/bids-rfps *and click on the* "Vendor Information" *link on the right hand side of the page. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2254*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Wednesday, **May 18, 2016, 2:00:00 PM. (local time).** The bids will then or soon thereafter be publicly opened and read aloud in the Town Board Chambers at 500 Poplar View Parkway, Collierville, Tennessee.

Bid packages must be clearly marked on the outside of the provided opaque Town of Collierville—Official Bid Envelope: **TC2016-13 – "On Call Electrical Services"**

The Town of Collierville reserves the right to reject any and all bids, accept bids in part or whole, waive defects, informalities or minor irregularities in bids or bid process and to make bid awards, as deemed, to be in its best interest.

During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Respectfully,
Derek Honeycutt
Director of General Services

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION II

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2254

The following terms, conditions, and instructions are included in and become a part of this Bid Request.

1.0 PREPARATION OF BIDS:

1.1 **In order to maintain accurate data on each vendor receiving an Invitation to Bid, it is requested that the vendor receiving an invitation, but not wishing to bid, complete and return the attached NO BID REPLY FORM which is part of this section (Refer to page 9 of 9). This information will not preclude receipt of future invitations unless the vendor requests that the firm's name be removed from the Town's Vendor Database or the vendor does not return either this form or a bonafide bid.**

Repeated failure to comply with this request shall be cause for removal of the vendor's name from the vendor database.

1.2 All information requested of the vendor shall be entered in the appropriate spaces throughout the bid documents. Failure to provide the appropriate information SHALL be just cause for rejection of the bid.

1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your bid. The person signing the bid shall initial correction in ink.

1.4 Corrections and/or modifications received after the designated bid opening time will not be accepted.

1.5 An authorized officer, employee or agent of the bidder shall sign all bids.

2.0 BID SUBMITTAL INFORMATION:

2.1 The bid response document and the other documents contained in this bid packet are legal documents; if the bidder does not understand any of them, the bidder should consult with its attorney. Only the document forms in this bid packet may be used.

2.2 A bid shall be invalid if the bidder fails to deposit it in the designated location prior to the time and date for receipt of bids as indicated in the Legal Notice to Bidder(s). The Town will not consider any bid received at the Town's designated location for the bid opening after the exact time specific for receipt. The Town reserves the right to consider bids determined by the Town, in the Town's sole discretion, to have been received late due to mishandling by the Town after receipt of the bid and prior to any award.

2.3 A bidder may modify or withdraw a bid by an appropriate document executed and delivered to the Purchasing Division at any time prior to the opening of bids.

2.4 Please Note: As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when submitting a Bid Response Form. The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at http://tocpurchasing.collierville.com/bso. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2254

2.5 Submit bids (1) in a Town of Collierville Official Bid Envelope with your company's name and address, (2) the Town of Collierville sealed bid number and project title and (3) closing time and due date of bid.

2.6 The Town is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Similarly, the Town is not responsible for, and will not open, any bid responses that are received later than the date and time stated within this bid packet.

2.7 All bid responses must be received and time stamped on or before the required bid opening time (local time, 00:00:00) at which time or soon thereafter all bids will be publicly opened and read aloud. Late bids will not be considered.

3.0 CRITERIA OF AWARD:

3.1 The Town reserves the rights: (1) to award bids/contracts received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all bids, accept bids in part or whole, (3) waive defects, informalities or minor irregularities in bids or bid process and (4) to award the bid/contract that is deemed, to be in the best value (most advantageous to the Town) as determined by some or all of the following:

3.1.1 Prices offered.
3.1.2 Quality of product/service offered.
3.1.3 General reputation and performance capabilities of the bidder.
3.1.4 Conformity with specifications herein.
3.1.5 Delivery and/or installation schedule.
3.1.6 Location and availability of service and/or repair facilities, personnel and parts.
3.1.7 Suitability for intended use.
3.1.8 Responses to provided references.
3.1.9 Payment terms/discounts offered.
3.1.10 Demonstrations provided, if required.
3.1.11 Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.

3.2 Town of Collierville reserves the right to purchase any or all items in this bid off the current State of Tennessee Statewide Contract, if it is considered by the Director of General Services to be in the best interest of the Town.

3.3 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.

3.4 The award of this bid to the successful bidder shall be governed by the laws of the State of Tennessee.

4.0 SPECIFICATIONS:

4.1 The specifications given in Section III are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.

4.2 The Town hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.

4.3 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 complete every part as the true intent and meaning of the specifications.

4.4 Changes to the bid specifications are not valid unless authorized in writing by the Town of Collierville Purchasing Division by means of an addendum.

4.5 During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position**

which is stated in writing and issued by the Purchasing Division. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

5.0 PRICING AND PAYMENT TERMS:

5.1 Prompt payment discounts will be taken into consideration in determining the award. However, an offer of a payment discount must allow a reasonable period of not less than thirty (30) days in order to be included in evaluation of bid pricing. Payment discounts restricted to payment in twenty-nine (29) days or less will not be considered in evaluating bids, as such a short time imposes an unreasonable burden for processing a payment, and the Town cannot be assured that timely action will be taken. A bid offering a payment discount in a period of less than thirty (30) days will be evaluated as a bid without a payment discount offer. Should this bidder obtain an award by reason of their gross price, the Town will hold the offer of payment discount and would make every effort to obtain the discount even if extraordinary action is necessary.

5.2 The Town reserves the right to accept any prompt payment discount offered by the successful bidder, however, time will be computed from date of receipt of correct invoice or receipt and acceptance of the shipment, whichever is later.

5.3 All prices shall be valid for a minimum of sixty (60) days from the bid opening date unless otherwise indicated in the bid request.

5.4 If there is a discrepancy between unit price and its extension, unit price shall prevail.

5.5 Prices will be considered as net if no cash discount is shown.

6.0 DELIVERY:

6.1 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside. Unless otherwise specified in the Invitation to Bid, all prices quoted by the bidder must be F.O.B. Collierville, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of bid. The Town will not pay any additional surcharges relative to this bid number.

6.2 The successful bidder shall not be responsible for failure to deliver materials or render services due to acts of God.

6.3 Time of delivery shall be stated as the number of calendar days following receipt of the order by the awarded vendor to receipt and acceptance of the goods or services by the Town.

6.4 Should deliveries not be made on time as outlined in the successful bidder's response sheet, then the Town has the authority to cancel any and all orders issued under this bid.

7.0 LIABILITIES:

7.1 The vendor shall hold the Town, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the Town because of the unauthorized use of such articles.

8.0 GRATUITIES:

8.1 Town of Collierville may, by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid without liability if it is determined by the Town that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent or representative of the Bidder, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the award, or the making of any determination with

respect to the performing of such a contract. In the event the contract and/or purchase order is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or with hold the amount of the cost incurred by the Bidder in providing such gratuities.

9.0 SAMPLES:

9.1 Samples of items, when required, shall be furnished free of cost to the Town.

9.2 Samples of items selected may be retained for future comparison.

9.3 Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

10.0 CONFLICT OF INTEREST:

10.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the bidder in connection with any work contemplated or performed relative to this bid.

11.0 TAXES:

11.1 The bidder shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.

11.2 Tax exemption certificates will be furnished upon request.

12.0 BRAND NAMES:

12.1 Brand names and number, when used, are for reference to indicate the character or quality desired.

12.2 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

12.3 Any items other than those brands specified in the bid specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

13.0 DEFAULT BY BIDDER:

13.1 In case of default by the bidder, the Town may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the Town. Prices paid by the Town shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Town.

14.0 BID BONDS AND INSURANCE:

14.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required.

14.1.1 The Bid Bond must be considered good and solvent by the Town. A good and solvent bond means a bond (1) written by a surety or insurance company listed on the United State department of the treasury financial management service (FMS) list of approved bonding companies, (2) written for an amount which is less than or equal to the amount

indicated as approved for the surety or insurance company by the FMS, and (3) is written by a surety or insurance company that is licensed and authorized to do business as a surety or insurer in the state of Tennessee.

14.1.2 If a Certified or Cashier's check, as stated above, is supplied, a deposit slip will be completed for the transaction and the check will be deposited within no more than three business days after the initial collection, as required by state law (T.C.A. § 6-56-111) and as per Town standard operating procedures for cash control activities (FIN-051). Unsuccessful bidders who supplied a Certified or Cashier's check will be reimbursed by the Town following the award of the contract.

14.1.3 The Town may accept a Letter of Credit, in lieu of a Bid Bond or Certified or Cashier's check, provided that the Bidder has contacted the Town no less than 7 business days, without exception, prior to the bid opening date and time to obtain a template of the language required by the Town to be placed in the Letter of Credit. Failure to use the Town specified Letter of Credit language when submitting the Letter of Credit as stated in the manner below shall result in a non-responsive bid.

14.2 When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

15.0 THIRD PARTY ASSIGNMENT:

15.1 There shall be no assignments, whatsoever to third parties (financial, etc.) unless expressly agreed to by the Town of Collierville in a separate written agreement. Any assignment or attempted assignment, of any nature to third parties, without consent of the Town, shall be cause for termination of the contract at the options of the Town.

16.0 LIEU, CLAIMS OR ENCUMBRANCE:

16.1 The vendor, by bidding their requirements and if they become the successful bidder, agree that all goods and materials are free of any lieu, claim or encumbrance.

17.0 DOCUMENTS INCLUDED IN CONTRACTS:

17.1 The specifications, terms / conditions and detailed requirements shall become a part of any contract agreement and / or purchase order that result from this bid.

18.0 INSPECTION:

18.1 When the Town deems it necessary to inspect shipments, it may do so. Should the inspection reveal that the shipment is not as per the specifications, then the Town has the privilege to return said items at the supplier's expense.

19.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:

19.1 The Town reserves the right to purchase item(s) in this bid off the State of Tennessee Contract or other governmental agency contract if it is considered in the best interest of the Town.

20.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

20.1 Bidders are advised that T.C.A. 10-7-503(a) mandates that all State, County and Municipal records shall, all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and the Town of Collierville assumes no liability for any information so identified and divulged pursuant to a request under T.C.A. 10-7-503(a).

20.2 Once the bids have been opened by the Director of General Services or his/her designated representative, they may be inspected by the public and copies available to bidders only in the Office of Purchasing, 500 Poplar View Parkway, Collierville, Tennessee. Copies made for other parties than the bidders will incur a duplication fee to be collected immediately upon receiving the requested copies.

21.0 TITLE VI INFORMATION:

21.1 The Town does not 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 pursuant to Title VI or the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L.101-336.

22.0 COLLUSION:

22.1 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

23.0 BID PROTEST:

23.1 Any protest concerning the award of this bid shall be decided by the Director of General Services. Protest shall be made in writing to the Office of Purchasing and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within seven days. The Director of General Services' decision relative to the protest shall be final.

24.0 AVAILABILITY OF APPROPRIATED FUNDS:

24.1 The bidder hereto agrees that any and all payments due from the Town, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

25.0 BID WITHDRAWAL:

25.1 At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Director of General Services at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Director of General Services and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

25.2 After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

26.0 TIE BID:

26.1 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.

27.0 QUESTIONS AND INQUIRES:

27.1 Any concerns with this invitation to bid should be addressed to Mandy Bajusz, Purchasing Manager, telephone number (901) 457-2261, FAX number (901) 457-2258, Monday through Friday, 8:30 A.M. to 4:30 P.M.

27.2 Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. Fax all questions to the Buyer, John Coffer, in the Purchasing Division at (901) 457-2258. All questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the contract documents.

27.3 No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

TO OUR SUPPLIERS: Please take a few minutes to complete this form and return it if you are submitting a "No Bid" response.

STATEMENT OF NO BID

We ask that you place an "X" on the appropriate blank that corresponds with your company's "No Bid" response.

1. _____ Specifications too "tight", i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)

2. _____ Specifications are unclear. (Briefly explain below)

3. _____ We are unable to meet specifications.

4. _____ Insufficient time to respond to the Invitation to Bid. (Briefly explain below if fault of Town)

5. _____ Our schedule would not permit us to perform within the required time.

6. _____ We are unable to meet bond requirements.

7. _____ We are unable to meet insurance requirements.

8. _____ We do not offer this product or service.

9. _____ Remove us from your bidders list for this particular commodity or service.

10. _____ Please keep our name on your bidders list for future reference.

11. _____ Other (specify below)

FURTHER REMARKS: (e.g., name change, address, phone or Fax change)

_____

_____

_____

_____

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE: _____

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE
PURCHASING DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION III

DETAILED REQUIREMENTS / SPECIFICATIONS

TOWN OF COLLIERVILLE, PURCHASING DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017

1. PURPOSE:

The intent of this Invitation for Bid is to obtain the services of a licensed electrician to perform electrical repairs, installation and maintenance for Town of Collierville facilities on an "as needed" basis for a period of one year.

It is the intent of these specifications and resulting annual contract to obtain the services of a qualified contractor to be readily available to provide electrical services at miscellaneous Town facilities. Specific jobs are not outlined herein. During the contract period, the successful bidder will be available as outlined below for any and all electrical jobs required by the Town.

Bidders should be aware that this bid is part of a cooperative purchasing agreement between the Town of Collierville and the City of Germantown, and any other governmental entities that choose to participate. Although no minimum purchase amount is guaranteed, the combined purchase amount between entities is expected to exceed $20,000 annually.

2. SUBMISSION OF BID DOCUMENTS:

The Bid, with attachments, must be placed in the supplied Town of Collierville bid envelope, sealed and delivered to the Town of Collierville. The envelope containing the Bid and attachments must be plainly marked with the following information to-wit:

(1) The Bidder's name and Address,
(2) Due Date of Bid package,
(3) Project Title.

The following items **SHALL** be returned in the bid package for consideration: **(Failure to provide appropriate information SHALL be just cause for rejection of the bid.)**

(1) Bid Response Form, Section IV
(2) Title VI Information, Section V (Optional)
(3) References, Section VII
(4) Evidence of Qualifications, Section III, Item 6

The Town requests that all bid documents be submitted in duplicate to the Town of Collierville Purchasing Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. on **Wednesday, May 18, 2016.**

3. COOPERATIVE PROCUREMENT AGREEMENT

The Town reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to the City of Germantown or any municipality in the immediate area. The Town assumes no authority, liability or obligation, on behalf of any other public entity that may use any contact resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. The Town of Collierville accepts no responsibility for the payment of the purchase price by other governmental agencies.

Bidders shall indicate whether they shall honor the terms and pricing on request of other municipalities on the Bid Form, Section IV. (Compliance with this, item will not affect bid award).

4. TERM OF CONTRACT

This contract shall be for a period of twelve months. This Contract may be extended by the Town for four (4) additional successive twelve (12) month period(s) or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

5. CONTRACTOR'S QUALIFICATIONS:

   a. The Contractor shall be fully licensed by the Tennessee Contractor's Licensing Board to perform all work under this contract and shall possess any appropriate classifications with a monetary limit of at least $100,000.

   b. Contractors shall employ at least one full time licensed electrician with at least five years experience in the trade. Contractors shall also employ electrician's helpers to assist in various tasks. To meet this requirement these employees shall have been employed by the bidder at least six months prior to submission of a bid.

6. EVIDENCE OF QUALIFICATIONS:

   Each bidder is requested to submit with their bid, the following information:

   a. A statement showing that the bidder has the experience and ability to perform, and has been actively and regularly engaged in the business performing the type of work described herein for a minimum of five (5) years.
   b. A list of six (6) satisfactory references, including the names, and telephone numbers of a contact person for each. Submit using Section VII, Reference Sheet.
   c. Bidders shall provide, with their bid, resumes and license numbers of all personnel available for this contract.
   d. Provide statement of the company's experience and qualifications as an electrical contractor to meet the requirements of the Town as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, Tennessee contractor's license number, expiration, and classifications, and Name(s) of the company's chief officer(s).

7. EVALUATION CRITERIA:

   a. After receipt of bids and prior to award, the Town reserves the right to perform a "pre-award" survey of shop facilities. Contractor agrees to allow all reasonable requests for inspection of such facilities with two (2) working days advance notice. Failure to allow such an inspection will be cause for rejection of bid as non-responsive. The Town reserves the right to reject bids for facilities it feels are unacceptable for performance under this solicitation as a result of such pre-award survey. In addition, Contractor's reputation relative to quality of performance will also be used for purposes of evaluating Contractor's suitability for award.

   b. The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

      (1) Cost
      (2) References
      (3) Shop Inspection (at Town's discretion)

8. SCOPE OF SERVICES:

   The successful contractor shall provide all labor, materials and equipment required to complete all assigned jobs.

Non-Emergency Services:

The contractor shall be able to start all non-emergency projects within five (5) working days after notification from Town of Collierville Facilities Maintenance Division. The Contractor shall complete each non-emergency job within the time specified in their project estimate.

Emergency Services:

For the purpose of this bid, an emergency is defined as any condition that causes a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the Town of Collierville Facilities Management Department. Contractor shall respond on site to requests for emergency service calls within two (2) hours after notification. Contractor shall provide twenty-four hour call answering services.

The following are representative services that may be required. This is not an all-inclusive list. Other types of repairs and services may be required.

a. Installation and removal of breaker boxes.
b. Installation and removal of circuit breakers.
c. Wiring for hot water heaters.
d. Wiring for electric space heaters.
e. Wiring for electrical outlets.
f. Replacement of switches, outlets and wall plates.
g. Installation of weather hoods.
h. Repairing of lighting circuits.
i. Installation of wall and/or baseboard heaters.
j. Re-wiring of house-placing wire in conduit.
k. The installation of overhead light fixtures.
l. The installation of 110 or 220 electrical receptacles for washing machines, air conditioners, stove, refrigerators, lights, etcetera.
m. The installation of exhaust fans.
n. Determining electrical shortages and non-working circuits

9. CHARGES:

a. Man-hours paid under this contract shall be only for productive hours at the job site. **Time spent for transportation of workers, material acquisition, handling and delivery or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and shall be included in the hourly rate bid for basic labor.**

b. Regular service shall be made available between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding Town recognized holidays. All work requested outside of these times shall be considered after hours service and shall be charged at rate specified in the bid. Holiday Rates shall only be charged for work performed on Town recognized holidays.

c. Materials or equipment installed shall be invoiced at Contractor's actual cost and include all discounts offered by their supplier. Materials are subject to verification. Service shall be made available to the Town 365 days per year, 24 hours per day.

d. Contractor shall hold firm, fixed-pricing for a period of TWELVE MONTHS after notice of award.

10. ESTIMATES:

Contractor shall provide written "not to exceed" estimates on all projects except on emergencies. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall

respond to request for estimates for non-emergency work within two days and provide written estimates within four days by fax or email transmitted estimate is acceptable. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

11. AUTHORIZATION TO PROCEED:

The Contractor shall commence to perform the requested work upon receipt of a Town-authorized Purchase Order. A separate Purchase Order will be issued for each job. At the completion of each job, the contractor will provide an invoice referencing the purchase order number.

12. INVOICE DOCUMENTATION:

Town of Collierville payment terms are Net 30 days after receipt of invoice. Invoice back-up documentations shall include:

a. A copy of service ticket with date of service, purchase order number, work time(s), and labor charges clearly shown
b. Itemized list of vendor supplied materials and costs
c. On request, copies of actual invoices to the contractor for installed materials with an itemized list of the individual costs from the contractor's supplier

13. EQUIPMENT:

Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

14. WORK STANDARDS:

a. All work shall be performed according to the standards of the electrical industry and to the complete satisfaction of the Town of Collierville Facilities Management Department.

b. All work performed by Contractor shall be to professional standard, complying with the requirements of the applicable edition of the Uniform Electrical Code, Uniform Building Code, State and Local building codes. All work shall conform to the Town of Collierville Building Codes.

c. Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of special waste or contaminated materials.

15. SAFETY:

All Contractors and subcontractors performing services for the Town of Collierville are required and shall comply with all Occupation Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

16. PERMITS:

It shall be the responsibility of the Contractor(s) to comply with Town Ordinances by securing the necessary permits. The Town will waive fees for Town of Collierville permits, but the Contractor shall be responsible for any re-inspection fees.

17. WORKMANSHIP AND INSPECTION:

All work under the resulting contract shall be performed in a skillful and workmanlike manner. Town of Collierville may, in writing require the Contractor to remove any employee from work that the Town of Collierville desires. Further, the Town of Collierville may, from time to time, make inspections of the

work performed under this contract. Any inspection by the Town of Collierville does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

18. CLEAN-UP:

The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the Town of Collierville representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Contractor shall clean, repair, or replace any item damaged by the contractor during the performance of the service at no additional cost to the Town

19. WARRANTY/GUARANTEE:

Parts, replacement parts and fixtures shall be new and warranted for a minimum of ninety days. All labor for repairs shall have a ninety-day warranty.

20. REPAIR WORK:

Repair work shall be performed at the site unless by the nature of the required repairs it would be necessary to move a component to the Contractor's shop for repair. If unit is to be down for more that twelve hours, Town of Collierville Facilities Maintenance Representative will be advised and informed of the nature of repairs.

21. PROTECTION OF PROPERTY:

The Contractor shall make necessary repairs in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the Town. If damage caused by the Contractor has to be repaired or replaced by the Town of Collierville, the cost of such work shall be deducted from the monies due the Contractor.

22. UNSATISFACTORY WORK:

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the Town of Collierville and be given seven (7) calendar days to correct the work. There will be no cost to the Town of Collierville for re-work.

23. EMPLOYEES OF THE CONTRACTOR:

a. No one except authorized employees of the Contractor is allowed on job premises.

b. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor.

c. All Contractors' employees shall have in their possession at all times an identification badge. All employees must wear a company uniform (shirt, vest and/or hat), identified with the company name at all times or an identification badge affixed to employee's person by a badge, clip or pin.

d. The Contractor (if requested) will furnish a current employee register to the Town of Collierville Facilities Maintenance Department.

e. On occasion work may be performed in secure buildings (e.g., Police Building, Jail) and Contractor's employees providing services shall be required to undergo a police background check. If a background check is required, the Town of Collierville Police Department shall perform the check at no cost to the Contractor.

24. TOWN OF COLLIERVILLE'S RESPONSIBILITIES:

Town of Collierville Facilities Maintenance Department shall be responsible for:

a. Instructing the contractor of what the work consists of and materials/equipment that may be needed when applicable.
b. Approving a record of time and materials used for the job and stating on the work ticket that they have inspected and accepted the work performed on the date.
c. In the event overtime is required to complete any work, prior written approval for overtime shall be obtained from a Town of Collierville Facilities Maintenance Department representative.

25. SAFETY:

Contractor shall provide all equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the systems(s) and associated facilities to insure the service can be completed in an orderly, safe manner. Contractor shall maintain a safe work environment at all times. Contractor shall report to the Town representative the existence of unsafe conditions(s) which will compromise the performance of the service.

26. PROTECTION OF MATERIALS:

a. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools and equipment. The Town of Collierville shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

b. The Contractor shall obtain the permission of the Town of Collierville Facilities Maintenance representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The Town of Collierville does not accept responsibility for losses of material or equipment regardless of approval to store in any Town of Collierville facility or grounds.

27. INDEMNITY:

If contract is awarded, the successful bidder will be required to indemnify and hold the Town harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damages to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract or bid will remain at the bidder's risk until written acceptance by the Town; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

28. INSURANCE:

Unless otherwise required by Special Conditions of this Invitation To Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:

Commercial General Liability Insurance: Liability limits of $1,000,000 each occurrence and $1,000,000 aggregate.

Comprehensive Automobile Liability Insurance: Liability limits of $500,000 any one accident.

Worker's Compensation Insurance: Statutory coverage, including Employer's Liability coverage, with a limit of at least $100,000.

The bidder shall provide the Town with Certificates of Insurance evidencing the coverages required above and with an endorsement naming the Town as additional insured. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life of the contract.

29. UNPREDICTABLE MARKET CHANGE:

In the event of an unpredictable change in the market that affects the then current contract price, the Contractor may submit justification for a price adjustment. The Town shall review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contact terms.

The Mayor and Board shall be the final authority on any price adjustment due to unpredictable market change.

30. PRICE ADJUSTMENT:

Price increases may only be requested by the Contractor within 30-days prior to the annual anniversary date of the contract. Failure to do so may result in the denial of any increase requested. Price increases will become effective only after approval by the Mayor and Board and will be effective for at least one year from the date of approval. Approved price increases will be applied to the unit pricing in the Contract as a percentage increase. The increased rate shall be based upon mutual consent of the Contractor and the Town; however, the Town shall evaluate the performance, services and records documentation to determine the appropriateness of the increase requested.

31. PRICE REDUCTION:

If a manufacturer, or supplier at any time during the course of this contract, makes a general price decrease to the Contractor, the Contractor shall promptly notify the Town in writing and extend such decrease to the Town effective on the date of such general price decrease.

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION IV

BID RESPONSE FORM

BID RESPONSE FORM

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2254

Stan Joyner
Mayor

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM **BID NO.: TC2016-13**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **Wednesday, May 18, 2016, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **"BID"** OR **"NO BID"**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # _____**
(See Public Notice Form for Information on Obtaining Vendor #)

Item	Quantity	Description	Rate/Hour
1	1 Hour	**Master Electrician** Monday – Friday, 7:00 AM – 5:00 PM	
2	1 Hour	**Master Electrician** Monday – Friday After 5:00 PM	
3	1 Hour	**Master Electrician** Weekends & Holidays	
4	1 Hour	**Journeyman Electrician** Monday – Friday, 7:00 AM – 5:00 PM	
5	1 Hour	**Journeyman Electrician** Monday – Friday After 5:00 PM	
6	1 Hour	**Journeyman Electrician** Weekends & Holidays	
7	1 Hour	**Electrician's Helper** Monday – Friday, 7:00 AM – 5:00 PM	
8	1 Hour	**Electrician's Helper** Monday – Friday After 5:00 PM	
9	1 Hour	**Electrician's Helper** Weekends & Holidays	

Place a mark in the applicable space below:

Bidder (_____agrees) (_____ does not agree) to extend the terms and pricing under this agreement to other municipalities per Section III, item 3 "Cooperative Procurement Agreement".

Tennessee Electrician's License Number and Classifications:

_____

[SIGNATURE REQUIRED ON NEXT PAGE]

DELIVERY PROMISED: _____ F.O.B. COLLIERVILLE

TERMS: _____ Discounts will be allowed for prompt payment as follows: 10 calendar days, _____%; 15 calendar days ____%; 20 calendar days ____%; 30 calendar days ____%.
45 calendar days, _____%; 60 calendar days ____%; 90 calendar days ____%; _____ calendar days ____%.

FIRM'S NAME: _____ ADDRESS: _____

Organized and existing under the laws of the State of _____ and doing business as _____ a corporation, _____ a partnership, _____ an individual, _____ a limited liability company, or _____ otherwise.

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION V

TITLE VI INFORMATION

TITLE VI INFORMATION

1. The Town of Collierville agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.

2. The Contractor is requested, but is not obligated, to include the following disclosure information, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____ Male _____ Female

2. Number of Contractor's Employees Who Are:

_____ Caucasian _____ African-American

_____ Hispanic _____ Other (please specify)

_____

_____

_____

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VI

VENDOR LIST

TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2254

NIGP CODE: 914-38, Electrical

TOC Vendor Number	Vendor Name	Contact	Phone	Email
129	Hecht Constrcution Co., Inc.	Bill Hecht	(901) 767-4360	bhecconco@aol.com
148	McCrory Electric	Jennifer McCrory-Rowley	(901) 324-8837	steve.wong@mccroryelec.com
240	McMillen Builders	Bill McMIllen	(731) 660-2489	i40antiq@hotmail.com
241	Extreme Electrical Contractors	Myron Thomas	(901) 258-8612	myronthomas@extreme-electric.net
244	Shelby Electric Co., Inc.	Audra Pummill	(901) 947-7300	awilliams@shelbyelectric.net
256	Brown Electric	Russell Brown	(901) 338-3505	brown3833@hotmail.com
299	Haines Electric Co., Inc.	Roy Campbell	(901) 327-6121	rcampbell@haineselectric.com
309	ACCESS Data Network Solutions, Inc.	Regina Castellaw	(901) 365-1571	accessdnsi@accessdnsi.com
338	Southern Solar and Electric, Inc.	Jeanine Schaf	(901) 219-7462	jeanine@southernsolarelectric.com
359	Advance Electric Company Inc.	Angela Ruddell	(662) 895-6335	dadams@advance-electric.net
484	Zellner Construction Services, LLC	Renee Ware	(901) 794-1100	rware@zcs-llc.com
490	S&T Control Wiring Inc.	Louis Smith or Chuck Trim	(901) 877-6000	ctrim@stcontrolwiring.com

TOC Vendor Number	Vendor Name	Contact	Phone	Email
545	Imagine21, Inc.	Whitney Hoskins	(901) 372-0545	whitneyhoskins@bellsouth.net
609	Metro Builders, Inc.	Wayne Crutcher	(901) 375-1717	metro2504@gmail.com
886	Desoto County Electric	Mark Wack	(662) 342-6371	caroli@desotocountyelectric.com
1241	Panola Construction Co., Inc.	Hall Edwards	(662) 563-5621	bill@panolaconstruction.com
1335	Steele-Beard Electric, LLC	Lauren Jennings	(901) 877-3130	sbellc@hughes.net
1437	Lowrie Electric	Deborah Joyner	(901) 381-4300	wayne.lowrie@lowrieelectric.com
1745	Datacomm Services Corporation	Chuck Jennings	(901) 795-8200	chuck@dscdatacomm.com
1804	Dixieland Contractors	Rodney Mallory	(901) 354-3218	dlandcon@att.net
1833	Pro-Touch Services, Inc.	Jerry Lee	(901) 380-8000	jlee@protouch.aol.com
1976	Ellendale Electric Co. Inc.	Cynthia Atkins	(901) 382-0045	cindi@ellendale-electric.com
2124	ReacXis LLC	Hal Bland	(901) 322-6149	hal.bland@reacxis.com
2220	Biggins Construction	Jacqueline London	(901) 348-2535	charlie@bigginsbuilders.com
2308	GEPHART ELECTRICAL CONSTRUCTION COMPANY	DIANA BRUMFIELD	(662) 363-9700	GEPHART.MS@GEPHARTELECTRIC.COM

TOC Vendor Number	Vendor Name	Contact	Phone	Email
2315	Pyramid Electric, Inc.	John Wages	(901) 382-2000	john@pyramidelectric.net
2358	Descon,Inc.	david schaffer	(901) 428-3204	schaf3434@aol.com
2387	Davis H. Elliot Construction Company, Inc.	Susan Kleindl	(859) 263-5148	tharris@davishelliot.com
2862	Formations Inc.	Alicia Plate	(503) 665-7110	aplate@formationsinc.com
3138	Davis H. Elliot Construction Co., Inc.	Susan Horne	(859) 263-5148	tharris@davishelliot.com
3181	Reed Construction Data	Leonie Hanson	(800) 304-0059	leonie.hanson@reedbusiness.com
3248	Hart Construction, LLC	Reed Bowen	(901) 334-1375	rbowen@hartconllc.com
3356	ADB Companies Inc.	Ben von Harz	(314) 426-5200	bids@adb-us.com
3631	Chris Woods Construction Co., Inc.	Carol Maier	(901) 386-3182	cmaier@chriswoodsconstruction.com
3767	Morris General Construction	Michael Cardone	(901) 267-5737	mcardone@morrisgeneral.com
3817	Shelby Electric Co., Inc.	Lynda Oglesby	(901) 947-7300	loglesby@shelbyelectric.net
3922	F and F Construction Company, Inc.	Michael Cardone	(901) 398-1900	michael.cardone@fandfconstruction.com
4015	Consolidated Electrical Services	Matt Summers	(901) 791-4692	matt.summers@ces-eci.com

TOC Vendor Number	Vendor Name	Contact	Phone	Email
4035	Kris Johnson Construction	Bobby Johnson	(731) 613-1944	krisjohnsonconstruction@gmx.com
4417	Trojan Labor of Nashville LLC dba Trojan Labor	Bobbie Frega	(615) 254-7444	jolene@trojanlaborTN.com
4431	Phoenix Electric LLC	Tina Sowell	(901) 208-3121	Phoenixelectric@hughes.net

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VII

REFERENCE SHEET

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR BID NO. TC2016-13

Each bidder shall submit with their bid a list of at least six (6) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.

(1)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(2)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(3)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(4)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(5)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(6)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

SEALED BID No. TC2016-13
DUE DATE: May 18, 2016

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VIII

CONTRACT FOR SERVICES AND/OR PRODUCTS

EXHIBIT "B"

CONTRACTOR'S Bid

BID RESPONSE FORM

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2254

Stan Joyner
Mayor

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM **BID NO.: TC2016-13**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **Wednesday, May 18, 2016, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **"BID"** OR **"NO BID"**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR #** 00004431
(See Public Notice Form for Information on Obtaining Vendor #)

Item	Quantity	Description	Rate/Hour
1	1 Hour	**Master Electrician** Monday – Friday, 7:00 AM – 5:00 PM	$50.00
2	1 Hour	**Master Electrician** Monday – Friday After 5:00 PM	65.00
3	1 Hour	**Master Electrician** Weekends & Holidays	85.00
4	1 Hour	**Journeyman Electrician** Monday – Friday, 7:00 AM – 5:00 PM	45.00
5	1 Hour	**Journeyman Electrician** Monday – Friday After 5:00 PM	58.50
6	1 Hour	**Journeyman Electrician** Weekends & Holidays	76.50
7	1 Hour	**Electrician's Helper** Monday – Friday, 7:00 AM – 5:00 PM	28.00
8	1 Hour	**Electrician's Helper** Monday – Friday After 5:00 PM	36.50
9	1 Hour	**Electrician's Helper** Weekends & Holidays	48.00

Place a mark in the applicable space below:

Bidder (✓ agrees) (_____ does not agree) to extend the terms and pricing under this agreement to other municipalities per Section III, item 3 "Cooperative Procurement Agreement".

Tennessee Electrician's License Number and Classifications:
69152 C.E

[SIGNATURE REQUIRED ON NEXT PAGE]

DELIVERY PROMISED: na F.O.B. COLLIERVILLE

TERMS: _____ Discounts will be allowed for prompt payment as follows: 10 calendar days, 5 %; 15 calendar days 2 %; 20 calendar days ___%; 30 calendar days ___%. 45 calendar days, ___%; 60 calendar days ___%; 90 calendar days ___%; ___ calendar days ___%.

FIRM'S NAME: Phoenix Electric, LLC ADDRESS: PO Box 152

Organized and existing under the laws of the State of TN and doing business as ___ a corporation, ___ a partnership, ___ an individual, ✓ a limited liability company, or ___ otherwise.

CITY: Moscow STATE: TN ZIP: 38057

TELEPHONE: 901-208-3121 FAX: None EMAIL: Phoenixelectric@hughes.net

NAME: Tina M. Sowell TITLE: Chief Managing Member

AUTHORIZED SIGNATURE: Tina M. Sowell DATE: 5-16-2016

There is no triple time rate to be paid for holiday work. Our rates are 1.3x for overtime and 1.7x for weekend and holiday work based on regular rates.

ATTACHMENT C

TITLE VI INFORMATION

1. The Town of Collierville agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.

2. The Contractor is requested, but is not obligated, to include the following disclosure information, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____ Male 1 Female

2. Number of Contractor's Employees Who Are:

7 Caucasian _____ African-American

_____ Hispanic _____ Other (please specify)

_____

_____

_____

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR BID NO. TC2016-13

Each bidder shall submit with their bid a list of at least six (6) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.

(1) NAME OF COMPANY:	City of Bartlett
ADDRESS:	6382 Stage Rd. Bartlett, TN 38134
PHONE NUMBER:	385-6499
CONTACT:	Chief of Engineering Rick mcclanahan

(2) NAME OF COMPANY:	Gaines Williams + Assoc.
ADDRESS:	1922 Exeter Rd #4 Germantown, TN 38138
PHONE NUMBER:	734-6306
CONTACT:	Robert Gaines

(3) NAME OF COMPANY:	Covenant Brothers
ADDRESS:	948 Reddoch Cove memphis, TN 38119
PHONE NUMBER:	277-8078
CONTACT:	Wood Stevens

(4) NAME OF COMPANY:	Steamfitters Local 614
ADDRESS:	3746 Jackson Ave. memphis, TN 38108
PHONE NUMBER:	386-9559 734-1222
CONTACT:	Frank Coscia

(5) NAME OF COMPANY:	Unilever
ADDRESS:	4000 US Hwy 51 Covington, TN 38019
PHONE NUMBER:	901-409-7905
CONTACT:	Lynn Depriest

(6) NAME OF COMPANY:	memphis Communication Corp
ADDRESS:	4771 Summer Ave. memphis, TN 38122
PHONE NUMBER:	351-9774
CONTACT:	Jay Giannini

ATTACHMENT C

James H. Sowell, Jr.
5865 Bobbitt Rd.
Moscow, TN 38057

9/1/2015-Currently **Phoenix Electric, LLC**

Phoenix Electric, LLC is very able to handle the needs of the Town of Collierville. We have much experience in electrical contracting and would very much like to continue our relationship with you. Our TN contractors license number is 69152 expires 10/1/2017 CE Class. The owner of Phoenix Electric is Tina Sowell.

2006-2014 **Steele-Beard Electric, LLC** Owned and operated a successful electrical contracting company catering to the industrial market. We also did several projects with the Town of Collierville. The Town of Collierville and Steele-Beard Electric were mutually satisfied with our previous jobs. We worked 75 employees.

1989-2006 **Steele-Beard Electric, LLC** I worked as a Project Manager and was trained the business end of running a company by the previous owners who retired.

1982-1989 **IBEW** Received Journeyman Electrical License through an apprenticeship training program that takes 5 years. He worked with many contractors in the Memphis program and is an accomplished and well rounded electrician capable of any electrical need.

Jimmy Sowell
5865 Bobbitt Road
Moscow, TN 38057

Electrical Experience List, 1984-2015

FED-EX, Memphis International Hub

- Underground Power for Emergency Systems-manholes and duct work for underground feeders to emergency transfer switches for portable gen-sets-power and controls
- MCC power and controls for sort system conveyors
- Data Highway to interconnect all control rooms
- Bar code and scale systems at load out and pick up points
- Medium voltage systems for building power including paralleling gear to bring on line generators for power curtailment from local utilities
- Office systems including power, light, fire alarm, security, voice and data systems

CARGILL, Memphis Wet Milling Plant

- MCC Power, controls and instrumentation for the following systems
- Grain elevator and silo fill systems
- Milling Systems, including large wye-delta starting for wet mills and centrifuges
- Boiler systems, including 100klbs steam boilers coal and gas fired
- GE-Westinghouse 13 meg generator with DC controls, electronic and battery powered exciters and synchronization gear to send power back to the utility grid
- Corn Oil Extraction System using hexane gas, class 1 division 1 work
- Corn Oil Refining System
- Corn Syrup and High Fructose Corn Syrup systems utilizing carbon furnace cooking and filtration
- Corn Starch Systems, including large wye-delta starting for centrifuges and flash dryers
- Jet Turbine Generator System utilizing exhaust gas for flash dryer heat and generating power for plant use
- Office Systems including power, light, fire alarm, UPS, phone and data

Slim-Fast, Post Cereals, General Mills-Pillsbury & Yoplait, Frito-Lay, Nestle, Hershey, Valvoline-Ashland, Valero Refinery and Unilever

- MCC Power, controls and instrumentation for the following:
- Raw ingredients storage
- Mix and Batch
- Filler Systems
- Accumulation Systems
- CIP Systems
- Packaging and casing systems-includes robotics
- Boilers, Chillers and Cooling Towers
- Waste Water Systems
- Office systems as described above

Discover, Memphis Southeastern Billing Center

- Building power, light, UPS and Generator systems including medium voltage UPS and paralleling gear to bring online multiple generators for utility power shedding purposes
- High speed IBM printers, BOWE inserting machines as well as credit card embossing machines

- Office systems as described above
- This project included a high security area with inner and outer vaults for blank credit card storage with card access controls, biometric and retinal scanners as well as vibration monitors and cameras

These are four of my long term projects some of which I started and honed my electrical skills. Some of these projects lasted more than five years and each one put valuable tools in my pouch. I am a skilled craftsman and business man in the electrical industry earning every gray hair on my head. If you require any additional information please do not hesitate to contact me at phoenixelectric@hughes.net

Thank You for your consideration
Very Respectfully
Jimmy Sowell