



LEGAL NOTICE REQUEST FOR PROPOSALS

The Town of Smyrna will accept proposals for general concrete work for the Public Works Department. Bidders shall submit sealed quotations in the format specified in the Request for Proposals no later than **10:00 a.m. May 2, 2017** at which time bids will be publicly opened and read aloud. A **mandatory pre-bid conference** will take place at Town Hall at **10:00 a.m. on April 13, 2017**. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Bid Annual Concrete Work / May 2, 2017 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. All bidders shall comply with the Tennessee Contractor' License law Section 62-6-119 (Bid documents - Required disclosure by bidders) when submitting bids. Please refer to the State Licensing Board <http://www.tn.gov/regboards/contractors/law.shtm/> for all applicable licensing laws.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: March 31, 2017

COMPANY NAME

TABLE OF CONTENTS

	PAGE
SECTION I - GENERAL INFORMATION	3
SECTION II - CONCRETE WORK REQUIREMENTS	4
INSURANCE REQUIREMENTS	
SECTION III - CONCRETE PRICE QUOTATION	9
<u>REQUIRED FORMS</u>	13-21
DRUG-FREE WORK PLACE AFFIDAVIT	
CERTIFICATE OF NONDISCRIMINATION	
TITLE VI COMPLIANCE SURVEY	
CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE	
CERTIFICATE OF NON-COLLUSION	
CONTRACT AGREEMENT	
SECTION IV - SPECIFICATION COMPLIANCE	22

SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires annual concrete work for the Public Works Department.
Smyrna Town Hall location:
315 South Lowry Street
Smyrna, TN 37167
- Questions should be directed to:
Lee Parnell (615) 459-9730, E-mail: lee.parnell@townofsmyrna.org or
Tom Rose (615) 459-9742 ext. 2163, E-mail: tom.rose@townofsmyrna.org.
- B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No proposal may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. Sections III, IV, and all forms shall be completed and included as an integral part of each bidders proposal. Contract Agreement shall be signed and attested, but not dated.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The Town is a tax exempt organization.
- G. Mail is delivered after 11:00 a.m. Monday through Friday.
- H. The Town reserves the right to bid specific concrete projects separately at its discretion.
- I. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- J. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.
- K. By submission of this bid, each bidder/proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act.
https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

SECTION II – CONCRETE WORK REQUIREMENTS

SCOPE: The contractor shall provide all labor, materials and equipment necessary for concrete projects. This work shall consist of removal and/or installation of curb and gutter, extruded curbing, post type curbing, sidewalks, driveway entrances and ramps, ADA sidewalk ramps, concrete pavement, concrete drainage swales and ditches, storm drainage structures and all incidental work associated with such items. All work projects shall be constructed under the Standard Specifications of the Tennessee Department of Transportation dated: January 1, 2015 with additional specifications and special provisions contained in the construction documents including Town of Smyrna Subdivision Regulations and Standard Drawings along with Technical Specifications of the Public Works Director.

Budgeted amount not to exceed \$100,000.00, this is not a guaranteed amount. Financial conditions might arise that would cause the Town to reduce the amount of work to be done.

1. Working hours will be from 7:00 a.m. until 5:00 p.m. Monday through Friday. Work on Saturday may be allowed from 9:00 a.m. to 5:00 p.m. with prior approval from the Public Works Director. No work will be allowed on Sunday unless it has been classified as an emergency situation.
2. Individual work orders and schedules will be established for each project.
3. Once a contract has been issued all documents from that point forward will be sent to the attention of Mr. Tom Rose, Public Works Director.
4. Unit price bid includes excavation, stone bedding, expansion material, topsoil backfill, grades, 2 foot sod strip on each side (as applicable to each project) and all appurtenances to complete the work.
5. Unit price bid for all items shall include all water quality, erosion and traffic control measures inclusive of permits to comply with local, state and federal requirements.
6. Unit price bid includes excavation, stone bedding, rubberized expansion material (ASTM d-1751-97), topsoil backfill, grades and all appurtenances to complete the work.
7. Measurement and payment of quantities shall be in accordance with Section 109 of current edition of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2015 and the latest edition of the Town of Smyrna Subdivision Regulations and Standard Drawings along with Technical Specifications of the Public Works Director.
8. **No minimum delivery quantity per project.** Certain projects may contain less than 1 cubic yard.
9. All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. All bidders shall comply with the Tennessee Contractor' License law Section 62-6-119 (Bid documents - Required disclosure by bidders) when submitting bids. Please refer to the State Licensing Board <http://www.tn.gov/regboards/contractors/law.shtml> for all applicable licensing laws.

10. Error In Bid - In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
11. Inspection - Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as practicable, but impose no liability on the Town of Smyrna or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards as are not in accordance with the specifications or industry practices. In the event necessity requires the use of materials or supplies not conforming to the specifications, payment therefore may be made at a proper reduction price.
12. Specifications - it is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
13. Performance And Other Bonds - CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. Bond cost is the contractor's responsibility and should be included in your bid. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph. CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the TOWN.
14. Term - **This Order Is To Expire June 30, 2018.** Upon mutual agreement of both parties the bid quotes may be renewed by the Town of Smyrna for two additional one year terms beginning July 1, 2018.
15. Smyrna Business License - Subject to the exceptions enumerated hereinafter, persons subject to the Smyrna Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office, headquarters or other place of business therein shall not be subject to the Smyrna Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located. A new business license is \$15.00. If applicable, at license expiration, renewal is a percentage of the business total gross.

Excepted from the rule as stated in above paragraph are:

- (a) Persons with no established place of business in this state.
- (b) Contractors with taxable receipts of \$50,000 and out of state contractors.

16. Subcontractors – The Town of Smyrna expects the contractor to perform a minimum of 70% of the work performed. Please furnish a list, with addresses, of possible subcontractors. Estimate the percent (%) of work to be performed on this contract.

The winning contractor will be required to submit names of subcontractors prior to any work being performed. The subcontractor will have to be approved by the Public Works Director, Tom Rose.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

2. **Commercial General Liability**

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverages**

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.

- b. The Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the Town of Smyrna.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- e. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Contractor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Contractor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

The Certificate of Insurance naming the “Town of Smyrna” as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Kay Charles
315 S Lowry St
Smyrna, TN 37167

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor’s Certificates at any time.

G. WORKERS’ COMPENSATION INDEMNITY

In the event Contractor is not required to provide or is exempt from providing workers’ compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Contractor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney’s fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in Contractor’s performance of this Agreement.

The contractor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the contractor’s employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions

of the contractor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

APPLICABLE LAW:

Any contract resulting from this RFP shall be governed by and construed under the laws of the State of Tennessee.

SECTION III - CONCRETE PRICE QUOTATION

Unit price bids as indicated on the following bid form sheets shall include concrete cutting, concrete grinding, excavation, stone bedding, rubberized expansion material 9ASTM d-1751-97, topsoil backfill, grades and all appurtenances to complete the work. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities provided, and determined in the contract documents. Proposed prices will remain valid for all areas, regardless of quantities to be installed at the particular site and at all times within the contract period.

Possible Locations Of Sidewalk Repair / Replacement

1. Front Street
2. Wright Street
3. College Street
4. Hazelwood Drive from College Street to Enon Springs
5. Ridley Street from College Street to Wright Street
6. Division Street
7. Morton Street
8. Other various streets to be determined
9. Individual repair / replacements with minimum section 4 ft. length

Proposal Evaluation Factors

The unit prices and total base bid will not be the sole determining factor for the selection of the contractor. Other items under consideration are listed below with their importance.

If you need more space for your answer please reference question number and submit your response on a separate page.

1. History and resources of the company. 20%

The proposal shall give a history of the firm, particularly the history and familiarity within the local area. This must include a list of full-time employees assigned to this project.

2. Experience on Similar Contracts and Projects. 20%

List project name and amount. Provide contact name and phone number.

3. Mobilization and response. 25%

Response time from each notification to proceed. Location must be within 25 miles of Town limits.

Plant address and hours.

Office address.

Describe additional charges, if any, beyond unit costs. Example: mobilization, other.

4. Price – Total Base Bid 35%

**TOWN OF SMYRNA
PUBLIC WORKS DEPARTMENT GENERAL CONCRETE WORK
BID FORM**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
TOS-1	3000 PSI CONCRETE FURNISHED (delivered to the Town in an amount equal to or less than one cubic yard)	10	C.Y.	\$	\$
TOS-2	3000 PSI CONCRETE FURNISHED (delivered to the Town in an amount greater than one cubic yard)	30	C.Y.	\$	\$
TOS-3	4000 PSI CONCRETE FURNISHED (delivered to the Town in an amount less than or equal to one cubic yard)	5	C.Y.	\$	\$
TOS-4	4000 PSI CONCRETE FURNISHED (delivered to the Town in an amount greater than one cubic yard)	10	C.Y.	\$	\$
TOS-5	CONCRETE LINE PUMP (per hour use)	16	HRS	\$	\$
TOS-6	CONCRETE BOOM TRUCK PUMP (per hour use)	24	HRS	\$	\$
202-03	REMOVAL & DISPOSAL OF RIGID PAVEMENT (SIDEWALK, ETC.,)	500	S.Y.	\$	\$
202-08.10	REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)	500	L.F.	\$	\$
604.03 (c)	HIGH EARLY STRENGTH CONCRETE (additional cost per cubic yard)	20	C.Y.	\$	\$
701-01.01	CONCRETE SIDEWALK (4-INCH DEPTH, 3,000 PSI, BROOM FINISH)	25,000	S.F.	\$	\$
920-12.01	EXPOSED AGGREGATE CONCRETE SIDEWALK (4-INCH DEPTH, 3000 PSI), (see Sect. II note 4.)	200	S.F.	\$	\$
701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	200	S.F.	\$	\$
701-02.01	CONCRETE ADA ACCESSIBLE RAMP (4-INCH THICKNESS, 3,000 PSI, RETROFIT W/DETECTABLE WARNING)	1,200	S.F.	\$	\$
701-02.02	CONCRETE DRIVEWAY (BROOM FINISH, 4-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	400	S.F.	\$	\$
920-10.01	CONCRETE DRIVEWAY (BROOM FINISH, 6-INCH DEPTH, 4,000 PSL W/FIBER MESH)	1,000	S.F.	\$	\$
905-01 (A)	BLACK FIBER BOARD EXPANSION JOINT	750	L.F.	\$	\$
905-01 (B)	RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	750	L.F.	\$	\$
702-01.01	EXTRUDED MOUNTABLE CURB (NEW INSTALLATION 6-INCH, TDOT STD.)	1,000	L.F.	\$	\$
702-01.02	6-INCH CONCRETE POST CURB (NEW INSTALLATION, TDOT STD.)	100	L.F.	\$	\$

920-21	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, TDOT STD. 6-24)	300	L.F.	\$	\$
920-21 (A)	CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, TDOT STD. 6-30)	100	L.F.	\$	\$
920-21 (B)	CONCRETE COMBINED ROLLOVER CURB & GUTTER (NEW INSTALLATION, TOWN OF SMYRNA STANDARD 12-24)	100	L.F.	\$	\$
920-17	EXTRUDED MOUNTABLE CURB (REPAIR INSTALLATION 6-INCH, OVER 300 L.F., TDOT STD.) see Sect. II note 6	100	L.F.	\$	\$
703-02	CEMENT CONCRETE DITCH PAVING (FIBER MESH REINFORCED)	50	C.Y.	\$	\$
920-50.01	ADJUSTMENT OF CATCH BASIN GRATES & FRAMES	10	EACH	\$	\$
920-50.02	ADJUSTMENT OF WATER VALVE BOXES	10	EACH	\$	\$
920-50.04	ADJUSTMENT OF MANHOLE COVERS & FRAMES	10	EACH	\$	\$
920-50.05	ADJUSTMENT OF WATER METERS	10	EACH	\$	\$

TOTAL BASE BID \$ _____



AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF _____ OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for _____;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of _____;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
20__.

NOTARY PUBLIC

My Commission Expires: _____

50-9-113. State and local government construction contracts

(a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918, §§ 1,2.]



TOWN OF SMYRNA CONSTRUCTION CONTRACT
CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project,

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:
2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;
3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the Town;
4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name _____

Date _____

Signature _____

Title _____

Printed or typed name and title



TOWN OF SMYRNA

TITLE VI COMPLIANCE SURVEY

The Town of Smyrna intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY _____

NAME OF OWNER/CONTRACTOR: _____

ADDRESS OF OWNER/CONTRACTOR: _____

COUNTY: _____

TYPE OF SERVICES PROVIDED: _____

CONTRACT: _____

OWNER/CONTRACTOR
(Race/Gender)

EMPLOYEES
(Number in each category)

White Male _____

White Female _____

African-American Male _____

African-American Female _____

Hispanic Male _____

Hispanic Female _____

Native American Male _____

Native American Female _____

Asian-American Male _____

Asian-American Female _____

Other _____ Male _____

Other _____ Females _____

White Males _____

White Females _____

African-American Males _____

African-American Females _____

Hispanic Males _____

Hispanic Females _____

Native American Males _____

Native American Females _____

Asian-American Males _____

Asian-American Females _____

Other _____ Males _____

Other _____ Females _____



TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project,

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;
3. If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

Contractor's Name _____

Date _____

Signature _____

Title _____

Printed or typed name and title



TOWN OF SMYRNA CONSTRUCTION CONTRACT
CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project:

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Contractor's Name _____ Date _____

Signature _____ Title _____
Printed or typed name and title



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 20____, by and between _____, a _____ (the “Bidder”) and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the “Town”) for the purpose of **Public Works Department Annual Concrete Work**.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the “ISQ”), and which Quotation from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the “Quotation”); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the “Bid Documents”); and

WHEREAS, the Town now desires to accept the Bidder’s quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder’s quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

7. Applicable Law / Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BIDDER: _____

By: _____

Title: _____

ATTEST: _____

TOWN OF SMYRNA, TENNESSEE

By: _____

Name: Mary Esther Reed

Title: Mayor

ATTEST:

Dianne Waldron, Town Clerk

