



LEGAL NOTICE
INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations for replacement of the existing fiber optic network that is used to connect the Town's various office and other facilities within the town. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than 10:00 a.m. August 21, 2019 at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days.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 delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Bid for Fiber Optic Network
August 21, 2019 at 10:00am
315 South Lowry Street
Smyrna, TN 37167

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 formalities and to accept any bid deemed to be in the best interest of the Town.

All Bidders must be a licensed Contractor 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 <https://www.tn.gov/commerce/regboards/contractor> for all applicable licensing laws.

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.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: July 30, 2019

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to accept quotations for replacement of the existing fiber optic network that is used to connect the town's various offices and other facilities within the town.

Town Hall location: 315 South Lowry Street, Smyrna, TN 37167

Questions should be directed to Robert Kulp at 615-355-5700

E-mail: robert.kulp@townofsmyrna-tn.gov.

- B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or formalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.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. Section II, III, IV and required paperwork shall be completed and included as an integral part of each bidder's quotation.
- E. Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreement shall be signed and attested, but not dated, by the proper business representative and submitted with the bid.
- F. The Town is a tax exempt organization.
- G. Mail is delivered after 10:00 a.m. Monday through Friday.
- H. 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 ensure 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, religion, sex, national origin, age, disability or any other lawfully protected classification.
- I. Bid quotations must be submitted on the Town's quotation pages. No exceptions.
- J. 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. For reference purposes, the list is currently available online at: https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

SECTION II – SCOPE OF WORK

The Town of Smyrna, Tennessee (“Smyrna”) is requesting a replacement of the existing fiber optic network that is used to connect the town’s various offices and other facilities within the town. This ISQ is for the initial construction and ongoing maintenance of a fiber optic network.

Ownership Options

Smyrna requests two options regarding ownership of the fiber network.

- 1) Outright ownership by Smyrna. Option 1 is for Smyrna to completely own the fiber network with the vendor providing ongoing maintenance services as specified below.
- 2) Ownership by vendor. Option 2 is for the vendor to retain ownership of the fiber network, but entering into an Irrevocable Right of Use (IRU) agreement with Smyrna for a specified term (see cost section). Maintenance shall be provided as specified below for the length of the IRU. The option allows for the vendor to co-locate their commercial fiber along the same route, but provide fiber strands dedicated to Smyrna as per the terms of this bid. Other IRU terms will be considered. Upon mutual agreement of both parties, one or more ten (10) year renewals of the IRU shall be made.

Locations

Town Hall is the primary location where all facilities will terminate. Town Hall and the other locations are as follows:

Active Location / Facility	Address
Town Hall	315 South Lowry St
Justice Center (12 strands)*	400 Enon Springs Rd, East
Fire Hall 1	401 Enon Springs Rd, West
Fire Hall 2	644 Fitzhugh Blvd
Fire Hall 3	630 Enon Springs Rd, East
Fire Hall 4	145 South Lowry St
Fire Hall 5	2200 Rock Springs Rd
Fire Hall 6	3640 Morton Ln
Building & Grounds Maint Shop	145 South Lowry St (Behind FH4)
Assembly Hall	110 Front St
Train Depot	98 Front St
Vehicle Maint Garage	102 G St
Parks & Rec Maint	104 G St
Water & Sewer Maint	106 G St
Natural Gas Maint	108 G St
Moors Hill / Radio Tower**	2409 Rock Springs Rd
Golf Course	101 Sam Ridley Pkwy, East
Event Center / SOAC	100 Sam Ridley Pkwy, East
Water Treatment Plant	156 Sharp Springs Rd
Waste Water Treatment Plant	100 Jack Hunter Dr

* The Justice Center shall have twelve (12) strands terminated from Town Hall, not six (6).
 ** Moors Hill/Radio Tower is at end of an access road that parallels I-24 and is accessed from Rock Springs Rd, near Fire Hall 5.

Future Expansion

In addition to the above facilities, the following locations should be an option to have dark fiber available for future expansion.

Description	Location/Address	Strand Count
Jefferson Pike	Nissan Dr/Sam Ridley Pkw @ Jefferson Pk	36
Fire Hall 6	3640 Morton Ln	24
Moors Hill / Radio Tower	2409 Rock Springs	24

SPECIFICATIONS

General Description

Minimally, the fiber network shall consist of six (6) strands of dedicated Single-Mode Fiber (SMF) originating at Town Hall and extending to each of the other Active Locations, as listed above, except for the Justice Center, which shall have twelve (12) strands. Although this results in a hub and spoke configuration, the Town also requests options for a ring configuration utilizing an additional six (6) strands. The vendor shall provide termination in specified patch panels. The Town shall provide and is responsible for any electronic equipment and patch cables required at each of the sites.

Additionally, there shall be an option for dark fiber extended from Town Hall to each of the locations indicated under Future Expansion. The strand count is listed in the above chart. This fiber shall end in a 100' slack loop and terminated in an appropriate aerial or underground enclosure.

Engineering and Route Selection

It is up to the vendor to perform any engineering and design work associated with this bid. This allows the vendor to optimize the route such that it might be mutually beneficial to both parties.

Fiber Specifications

The optical fiber shall be OS2 single mode fiber conforming to ITU-T G.652C/D. Fiber shall be Corning® SMF-28e+ or approved equivalent. The fiber shall be terminated in wall mount or standard 19" rack mount fiber patch panels with UPC SC connectors. APC connectors shall not be used.

All installation shall be in accordance with the fiber manufacturer's specifications and recommendations and follow all federal, state, and local laws and

specifications. Any deviation from these specifications must be approved in writing by the Town.

Optical Characteristics

Attenuation @ 1310 nm \leq 0.35 dB/km

Attenuation @ 1550 nm \leq 0.20 dB/km

Point Discontinuity

No point discontinuity greater than 0.05 dB at either 1310 nm or 1550 nm.

Attenuation vs. Wavelength

Range (nm)	Ref. λ (nm)	Max. α Difference (dB/km)
1285 - 1330	1310	0.05
1525 - 1575	1550	0.05

Attenuation with Bending

Mandrel Diameter (nm)	Number of Turns	Wavelength (nm)	Induced Attenuation (dB)
32	1	1550	\leq 0.50
50	100	1310	\leq 0.05
50	100	1550	\leq 0.10
60	100	1550	\leq 0.05

Dispersion

Wavelength (nm)	Dispersion Value (ps/nm \cdot km)
1550	\leq 18
1625	\leq 22

Performance Characterizations (nominal values)

Core Diameter:	8.2 μ m
Cladding Diameter:	125 μ m \pm 1 μ m
Numerical Aperture:	0.14
Zero Dispersion Wavelength (λ_0):	1313 nm
Zero Dispersion Slope (S_0):	0.086 ps/(nm ² \cdot km)
Refractive Index Difference:	0.36%
Effective Group Index of Refraction (N_{eff}):	
1.4677 at 1310 nm	
1.4682 at 1550 nm	

Color Coding

Buffer tubes and individual optical fibers within those buffer tubes shall adhere to EIA/TIA-598, "Coding of Fiber Optic Cable," as noted below:

1 = Blue	5 = Slate	9 = Yellow
2 = Orange	6 = White	10 = Violet
3 = Green	7 = Red	11 = Rose

4 = Brown

8 = Black

12 = Aqua

Optical Loss Budget

Each strand shall have an operating optical loss budget according to the following:

Transmit (Max / Min dBm) = -3 / -9.5

Receive (Max / Min dBm) = -3 / -19

Installation

All fiber shall be installed in accordance to manufacturer's instructions and recommended "Best Practices".

Pole to Building Transition

The route from the pole to the building should be via underground conduit when at all possible. Aerial entrances should be avoided. Upon obtaining a location approved by Smyrna, external, vertical conduit can be used to run from underground, up the side of the building, and penetrate the outside wall above the interior ceiling.

Inside Plant Termination

The fiber optic cable shall terminate inside each facility at a location determined by the Town. Upon outside wall penetration, the cable shall be enclosed within orange innerduct up to the termination point. Other cable enclosure methods can be used only after written approval from the Town. Termination shall be in wall mounted or standard 19" rack mounted fiber patch panels. Wall mount patch panels shall be lockable with a common key among all patch panels. Before installation, patch panel models must be approved by the Town. Each strand shall terminate in an UPC SC connector with a maximum insertion loss of .30 dB.

Tracer Wire

For any underground installation, tracer wire capability shall be provided for each segment. Terminal access for tracer wire is required at each vault, hand hold, and anchor site.

Fiber Optic Cable Testing

Each strand shall be tested according to the following procedures and specifications:

Upon completion of the installation and termination of the fiber optic cable, each and all fiber strands shall be tested for continuity, events above 0.30dB, and total attenuation of the cable. The test shall be conducted on the 1310 nm single mode. This test shall be performed with an Optical Time Domain Reflectometer (OTDR) by an appropriately qualified technician. From these tests shall be produced graphic representations of the fiber, known as "traces." These traces shall demonstrate dB/km loss not to exceed +3 percent of the factory test documentation that came with that segment of fiber from the manufacturer or 1 percent of the cable's published production dB loss per km plus the maximum OTDR error level as noted by the manufacture of the OTDR (typically $\pm 2\%$). Each trace shall include the following data: (1) the trace itself with a launch transition not to exceed 6 dB; (2) measurement results – cursor, marker, distance between

cursor and marker, total loss between launch point and end of fiber, attenuation calculation in dB/km; (3) cable information – fiber ID (if not the filename), OTDR location, end of fiber location, operator ID, date shot, time shot; and (4) the set-up parameters; wavelength, pulse width, refractory index, range and horizontal scale.

The method of connectivity between the OTDR and the cable shall be a factory patch cord of a length equal to the “dead zone” of the OTDR or a factory “fiber box” of 100 meters minimum with no splices within the box. If a patch cord is utilized, the length of the patch cord shall be stored on a fiber storage bobbin with a minimum diameter of 10 cm. Each trace shall be printed (hard copy) and saved electronically for future reference. All saved traces shall be delivered to the Town in an electronically readable format and include such software as to read and print the data files.

No event shall exceed .30 dB. If any event is detected above this maximum level, the event point shall be replaced or repaired. The total dB loss of each trace, less events, shall not exceed the manufacture’s production specifications as follows: single mode maximum attenuation per km, 0.35 dB/km @ 1310 nm and 0.20 db/km @ 1550 nm.

Fiber Maintenance and Repair

For a monthly or annual fee, the vendor shall provide routine inspection and repair, except for cuts, of the fiber network. Cuts shall be repaired by the vendor, but shall be the financial responsibility of the party who caused the cut and/or other damage. In the event that the offending party is unable to be determined, the costs for the repair shall be equally shared by the vendor and the Town. Fiber moves due to pole relocations shall be included as part of this normal maintenance by the vendor.

The vendor shall provide a phone number, email address, web site, or other approved mechanism to accept requests for maintenance or repair on a 24/7 basis. Response to notifications of service outages or other emergency situations shall be within one hour of the notification being made. Repairs, if needed, shall be made with reasonable diligence, with the understanding that certain locations require a “mission critical” response. Those locations include the Justice Center, Moors Hill Radio Tower, Water Treatment Plant, Waste Water Treatment Plant, and the Fire Halls.

Notifications for any planned service interruption due to maintenance, repair, or other reasons shall be made to Smyrna Information Services at least two (2) business days prior to the interruption.

Extra Cable

Extra cable should be installed, both at splice points as well as throughout the network in order to facilitate repair and pole relocations. Any slack storage shall use “snow show” devices specifically made for fiber slack storage. A simple fiber loop shall not be used. With the exception of the removal of poles or the extreme relocation of poles, splicing of additional fiber should be avoided.

Additional Recurring Fees

Pole attachment and other recurring third-party fees shall be identified and listed as part of the proposal in the cost section.

Locate Services / Tennessee 811

The vendor shall participate in the Tennessee 811 service as a utility provider. The vendor is responsible for locating any underground fiber as part of a locate request made to Tennessee 811. Any fiber cut and/or damaged due to the inability to accurately locate the fiber shall be the responsibility of the vendor for repair.

Documentation

In addition to the documentation resulting from the fiber testing, "As Built" documentation shall be provided as PDF or other agreed upon format.

Vendor Details & References

Vendor shall provide documentation substantiating their ability to provide the initial construction as well as their ability to provide long-term maintenance of the fiber network. Vendor shall provide at least three (3) references from similar sized projects. Vendor's financial stability is a portion of the evaluation criteria. As such, please submit documents substantiating the financial position and stability of the company.

Completion Time

Smyrna would like this project completed as soon as reasonably possible. Specifically, it should be completed prior to June 30, 2020. If that deadline cannot be met, vendor shall notify Smyrna no later than March 30, 2020.

Term

Under Ownership Option 1 (see "Ownership" paragraph for details), the monthly costs for Maintenance and Repair services shall remain fixed for a term of five (5) years. Either party shall be able to cancel the Maintenance and Repair services with a ninety (90) day notice to the other party without penalty.

Under Ownership Option 2 (see "Ownership" paragraph for details), the monthly costs for Maintenance and Repair services shall remain fixed for the term of the IRU.

Bidding Requirements

Bidding will be in accordance with the Tennessee General Contractor's License Law. Bidders on construction to the amount of \$25,000.00 or more must be licensed contractors as required by the Contractor's Licensing Act of 1976 (Rev. 1986), Public Chapter No. 822 of the General Assembly of the State of Tennessee. Bidders shall place their bid in an envelope showing the bidder's name, license number, expiration date, and that part of classification applying to the bid in accordance with T.C.A. § 62-6-119. Bids not conforming to this provision shall be disqualified.

Bonds

The successful contractor shall furnish 100% surety bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bond must be written by a surety or insurance company listed on the U.S. Department of the Treasury financial management service list of approved bonding companies at the time the bond is provided. The surety or insurance company must be licensed to do business as a surety or insurer with the State of Tennessee. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

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.

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.

INDEMNITY REQUIREMENT:

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.

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

It can also be submitted electronically to kay.charles@townofsmyrna.org. The subject line has to indicate the name of the project.

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 ISQ shall be governed by and construed under the laws of the State of Tennessee.

PRICE QUOTATION FOR OWNERSHIP OPTION 1

See "Ownership" paragraph for details.

Cost

*Construction Costs for Active Locations \$ _____

*Maintenance & Repair Costs
Active Locations Only \$ _____ per month X 60 months = \$ _____

*Costs for Pole Attachments or
Other Third Party Fees \$ _____ per month X 60 months = \$ _____

TOTAL \$ _____

Future Expansion

Costs for Optional Dark Fiber Locations \$ _____

Monthly Maintenance & Repair Costs for Dark Fiber Locations \$ _____

Construction Start Date _____ **Completion Date** _____

PRICE QUOTATION FOR OWNERSHIP OPTION 2

See "Ownership" paragraph for details.

20 Year Irrevocable Right of Use

Cost

*Construction Costs for Active Locations \$ _____

*Maintenance & Repair Costs
For Active Locations Only \$ _____ per month x 240 = \$ _____

*Costs for Pole Attachments
& Other Third Party Fees \$ _____ per month x 240 = \$ _____

TOTAL \$ _____

Future Expansion

Costs for Dark Fiber Locations \$ _____

Monthly Maintenance & Repair for Dark Fiber Locations \$ _____

Additional Ten (10) Year IRU Renewal
Costs for Monthly Maintenance \$ _____

30 Year Irrevocable Right of Use

Cost

*Construction Costs for Active Locations \$ _____

*Maintenance & Repair Costs
For Active Locations Only \$ _____ per month x 360 = \$ _____

*Costs for Pole Attachments
& Other Third Party Fees \$ _____ per month x 360 = \$ _____

TOTAL \$ _____

Future Expansion

Costs for Dark Fiber Locations \$ _____

Monthly Maintenance & Repair for Dark Fiber Locations \$ _____

Additional Ten (10) Year IRU Renewal
Costs for Monthly Maintenance \$ _____

Construction Start Date _____

Completion Date _____

Maintenance fees for subsequent (after first extension) ten (10) year IRU renewals shall be negotiated prior to the renewal. Vendor shall provide notice of a proposed change of maintenance fee at least one (1) year prior to the end of the IRU.

Evaluation Criteria

From the above responses, the first three of each section (also indicated by an asterisk*) will be used as the primary evaluation criteria. For Option 2, preference will be given to the 30 Year IRU. Additional factors include project start and completion times, company references, and financial stability. Smyrna will make a decision that is in the best financial interest of the town for initial as well as ongoing costs and that provide the requirements specified herein.

Other Services

For either of the above cost proposals, please provide any products or services that the vendor offers for which Smyrna could purchase that could be used to offset construction and/or monthly maintenance fees. For example, if the vendor offers voice, Internet, or other services, would a certain volume purchase of those services result in a discount of construction and/or monthly maintenance fees? Please include additional pages as necessary.

Vendor Response: _____

Other Vendor Relationships

As a local government, Smyrna is interested in any other projects that the vendor has with other government and government-related organizations. These should be listed as part of the Vendor Details & References. In addition to construction projects, please list and describe any public/private partnerships that you might have with other agencies. Please include additional pages as necessary.

Vendor Response: _____



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 201____, by and between _____, a _____ (the “Bidder”) and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the “Town”) for the purpose of _____.

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. Indemnification. The parties hereto agree that Vendor shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of the original agreement or this addendum to agreement and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of the original contract or this addendum to agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, The Town is prohibited by Tennessee law, as a political subdivision of the State of Tennessee, to agree to indemnify any private or public Vendor or contracting party and all reference to the local government providing indemnification shall be null and void by attaching signature to this addendum.

7. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The Town shall not acquiesce to any term of the original contract/agreement that indicates or infers The Town may or shall be responsible for the fees of another party or the Vendor's attorney fees.

8. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

9. 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.

10. 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.

TOWN OF SMYRNA, TENNESSEE:

BIDDER:

By: _____
MARY ESTHER REED, MAYOR

By: _____

ATTEST:

Title: _____

DIANNE WALDRON, TOWN CLERK



TOWN OF SMYRNA CONTRACT

CERTIFICATE OF NONDISCRIMINATION

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

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification, 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, religion, sex, national origin, age, or disability:
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



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 _____, 201__.

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 CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or other 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 CONTRACT
CERTIFICATE OF NON-COLLUSION

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

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid quotation, that it is without any connection or collusion with any person or persons making or having made any quotation 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

SECTION III - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for fiber optic network shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this ISQ. Bidders should provide complete detail of exceptions or deviations.

Section	<u>Quotation Exceptions</u>	Brief Description
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above.

_____ COMPANY	_____ FAX NUMBER
_____ REPRESENTATIVE NAME & TITLE	_____ TELEPHONE NUMBER
_____ SIGNATURE	_____ E-MAIL ADDRESS