LEGAL NOTICE
INVITATION TO BIDDERS

The Town of Smyrna will accept bids on the Utility Customer Service Renovation Project. The project will consist of the following general items:

The contractor will coordinate with the Town of Smyrna Building and Grounds Maintenance (BGM) Department throughout the project. The BGM will be responsible to remove all desks, glass, and casework. Then they will paint and prepare all areas. The contractor will construct and install all desk tops, cabinets, and drawers associated with each work station. The contractor will replace the counters behind the workstations and construct and install new doors for the existing lower cabinets to remain. All hinges and pulls will be supplied and installed by the contractor.

The contractor will re-laminate the existing panels or construct new panels under the countertop that separate the employee area and the customer area. The contractor will re-laminate all sides, ends, and top of the existing three (3) dividers or construct three (3) new dividers between the workstations. The contractor will replace the window sills with solid surface.

Please see construction plan for all details.

Bidders are strongly encouraged to attend a non-mandatory pre-bid meeting to be held at 9:00 AM on March 24, 2020 at 315 South Lowry Street, Smyrna, TN 37167.

Sealed bids will be accepted until 2:30 PM on March 31, 2020 at which time bids will be publicly opened and read aloud. All bids must be marked in a sealed envelope and mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Utility Customer Service Renovation Project
315 South Lowry Street
Smyrna, TN  37167

Information for Bidders, Form of Bid, Form of Contract, Forms of Bonds and other contract documents may be examined at the following locations:

Smyrna Utilities Department
Mike Strange, Director
315 South Lowry Street
Smyrna, TN  37167
mike.strange@townofsmyrna.org

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 State Licensing Board https://www.tn.gov/commerce/regboards/contractor for all applicable licensing laws.

Bidders may be required to obtain a Smyrna Business License. Refer to the contract documents for criteria.
Bids may not be withdrawn for ninety (90) days after the actual date of the opening.

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 quotations, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town.

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
ASSISTANT TOWN MANAGER

TO BE RUN: March 17, 2020
BID PROPOSAL
TOWN OF SMYRNA, TENNESSEE
UTILITY CUSTOMER SERVICE RENOVATION PROJECT

Submittal Date: Tuesday, March 31, 2020 at 2:30 PM CST

Place: Town of Smyrna
        Town Hall
        315 South Lowry Street
        Smyrna, TN 37167

Proposal of ___________________________________________ (hereinafter referred to as “Bidder”), a corporation / partnership / individual (STRIKE OUT INAPPLICABLE TERMS) doing business as _________________________________ within _______________________________ (COUNTY AND STATE).

To: Mr. Rex Gaither (Assistant Town Manager)
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

Mr. Gaither:

The Bidder, in compliance with your Advertisement for Bids for the TOWN OF SMYRNA, TENNESSEE (Owner), UTILITY CUSTOMER SERVICE RENOVATION PROJECT, having examined the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project (including the availability of materials and labor), hereby proposes to furnish, as applicable, all labor, materials, and supplies to construct the project in accordance with the Contract Documents within the time set forth therein and at the prices stated below within 120 days of Notice to Proceed. These prices are to cover all expenses incurred in performing the work required under the bidding instruments, of which this proposal is a part.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and specifications, and the drawings pertaining to the work to be done, all of which have been examined by the undersigned.

The Bidder hereby agrees that preference will be given to domestic Construction materials and further agrees to require subcontractors, materialmen, and suppliers to also give preference to domestic construction materials.

The Bidder acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Dated:_______</th>
<th>Addendum</th>
<th>Dated:_______</th>
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</thead>
</table>

00030-3
The owner reserves the right to reject any or all bids and to waive any informality.

The Bidder agrees to furnish, pay for and install all materials, equipment, tools, labor, and incidental necessary for the construction and placing into operation the **UTILITY CUSTOMER SERVICE RENOVATION PROJECT** as one lump sum in the amount of:

Amount in figures: $__________________________

Amount written out: $__________________________

Note: All costs associated with the above to include but are not limited to materials, labor, and equipment to install. Costs also include hauling off material, clean-up, maintaining safe pathways, etc.

Amount shall be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

The Bidder understands that the Owner reserves the right to make award on the basis deemed to be in the best interest of the Owner provided it is consistent with the bidder’s above indicated request. The Owner also reserves the right to reject any or all bids and to waive any informality in the bidding.

It is the desire of the Owner to award this contract to a single contractor on the basis of the total base bid or alternate bid as set forth above.

All the various phases of work enumerated with their individual jobs and overhead, whether specifically mentioned, included by implication, or appurtenant thereto, are to be performed by the contractor under one of the items listed in the bid schedule, irrespective of whether they are named in said list. Payment for work performed will be in accordance with the bid schedule, subject to changes provided for in the construction contract.

Any questions regarding the bid must be submitted in writing by 9:00a.m. on March 25, 2020 to Mike Strange, mike.strange@townofsmyrna.org. A list of all questions and responses will be emailed to prospective bidders on March 27, 2020.

**LICENSED CONTRACTOR**

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.
PERFORMANCE BOND
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.

(SEAL – if bid is by corporation)

Respectfully submitted,

Bidder:
Signature ________________________________
Print ________________________________
Title ________________________________
Business Address:
__________________________________
__________________________________
__________________________________
Telephone Number:

<table>
<thead>
<tr>
<th>Activity / Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Invitation to Bidders (ITB)</td>
<td>March 17, 2020</td>
</tr>
<tr>
<td>Public Notification to Paper and Town Website</td>
<td>March 17, 2020</td>
</tr>
<tr>
<td>Non-Mandatory Pre-Bid Meeting on site 9:00AM</td>
<td>March 24, 2020</td>
</tr>
<tr>
<td>Deadline for Pre-Bid Questions 9:00AM</td>
<td>March 25, 2020</td>
</tr>
<tr>
<td>Responses to Questions posted to Town Website</td>
<td>March 27, 2020</td>
</tr>
<tr>
<td>Bid Due</td>
<td>March 31, 2020</td>
</tr>
<tr>
<td>Town Council Approval April 2020 Meeting</td>
<td>April 14, 2020</td>
</tr>
</tbody>
</table>
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
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 ITB shall be governed by and construed under the laws of the State of Tennessee.

**SMYRNA/LOCAL BUSINESS LICENSE**

Compensation of more than $50,000 from contracts performed in one county by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of $50,000 or less from contracts performed in one county by such person will be sourced to the county of the person’s domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state’s general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person’s established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other place of business in one municipality who extend their operations outside the boundaries of the municipality without establishing a physical location, outlet, or place of business outside the boundaries of the municipality will be sourced to the municipality in which the person’s established physical location, outlet, or other place of business is located.

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.

Compensation of more than $50,000 from contracts performed in one municipality by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that municipality and the tax from such contracts will be distributed to that municipality. Compensation of $50,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person’s domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. *(from Tennessee Business Tax Guide/ Tenn. Dept. of Revenue 2019)*
AGREEMENT

This Agreement is made and entered into as of this ___ day of ____________, 202__, 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 Bid attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the “ITB”), 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 ITB 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**

By: _________________________________
Name: Mary Esther Reed
Title: Mayor

**BIDDER:**

By: _________________________________
Title: _______________________________

**ATTEST:**

_______________________________
ATTEST:

_______________________________
Dianne Waldron, Town Clerk
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: __________________________________________________________________

<table>
<thead>
<tr>
<th>OWNER/CONTRACTOR (Race/Gender)</th>
<th>EMPLOYEES (Number in each category)</th>
</tr>
</thead>
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<tr>
<td>White Male</td>
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<tr>
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<tr>
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<tr>
<td>Other ________ Females</td>
<td>Other ________ Females</td>
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</tbody>
</table>
TOWN OF SMYRNA CONSTRUCTION CONTRACT
CERTIFICATE OF NON-DISCRIMINATION

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 _____________________________
Printed or typed name and title

Title __________________________
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:____________________

00030-14
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 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 or Other 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
SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the Utility Customer Service Renovation Project 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 ITB. Bidders should provide complete detail of exceptions or deviations.

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By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ITB not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this 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.

________________________________                   _________________________________
COMPANY                                        TELEPHONE NUMBER

________________________________                  __________________________________
REPRESENTATIVE NAME & TITLE                    FAX NUMBER

________________________________                  _______________________________
SIGNATURE                                          E-MAIL ADDRESS