



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna requests quotations for annual contract mowing. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **10:00 a.m. February 14, 2018** at which time bids will be publicly opened and read aloud. A mandatory pre-bid conference will be held at Town Hall on February 7th at 10:00 a.m. A representative from your organization must be present in order to bid on this contract. No bid may be withdrawn after the scheduled closing time for a period of 90 days.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 on Annual Grass Mowing / February 14 @ 10:00 a.m.
315 South Lowry Street
Smyrna, Tennessee 37167

Faxed or 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.

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: January 24, 2018

COMPANY

TABLE OF CONTENTS

	PAGE
SECTION I - GENERAL INFORMATION	3
SECTION II - MOWING SPECIFICATIONS	4
A. BUILDING AND GROUNDS	5
B. CEMETERY	6
C. SMYRNA UTILITIES	7
D. STREET DEPARTMENT	8
INSURANCE REQUIREMENTS	10
AGREEMENT	14
FORMS	16
SECTION III - SPECIFICATION COMPLIANCE	19

SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to contract for annual mowing services. This bid covers the Building and Grounds, Cemetery, Utilities and Street Department locations.

Smyrna Town Hall location:
315 South Lowry Street
Smyrna, TN 37136

- 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 No bid may be withdrawn after the scheduled closing time for a period of 90 days.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, Agreement and all forms shall be completed and included as an integral part of each bidder's proposal. 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 proposal. An executed contract will be forwarded to winning vendor after Council approval.
- E. The Town is a tax exempt organization.
- F. The Town reserves the right to select the best individual unit price.
- G. Mail is delivered after 2:00 p.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 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.
- I. Bid quotations must be submitted on the Town's quotation page(s). 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. 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 - SPECIFICATIONS FOR MOWING PROCEDURES

UPON MUTUAL AGREEMENT OF BOTH PARTIES, THE BID PROPOSAL MAY BE RENEWED BY THE TOWN OF SMYRNA FOR A PERIOD OF TWO SUCCESSIVE TWO-YEAR PERIODS UNDER THE SAME PRICE, TERMS AND CONDITIONS AS IN THE ORIGINAL PROPOSAL. THE WINNING BIDDER COULD BE AWARDED THE CONTRACT FOR A TOTAL OF 4 YEARS. VENDORS MUST OBSERVE ALL STATE AND FEDERAL LAWS AND HAVE FINANCIAL STABILITY. PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER THE INVOICE IS RECEIVED. QUESTIONS SHOULD BE DIRECTED TO THE PERSON LISTED WITH EACH LOCATION.

NOTE: If you or your company wish to be retained on the bid list for the above category of commodities or services, please return either a bid or a "No Bid" response to this invitation.

THE TOWN RESERVES THE RIGHT TO PICK WHICH SITES WILL BE CONTRACTED DUE TO BUDGETARY RESTRAINTS, ETC.

THE TOWN RESERVES THE RIGHT TO START OR STOP JOBS TO BE "CONTRACT" MOWED ANYTIME DURING THE MOWING SEASON. THE TOWN ALSO RESERVES THE RIGHT TO USE MORE THAN ONE VENDOR.

A **MANDATORY** PRE-BID CONFERENCE IS SCHEDULED FOR **WEDNESDAY, FEBRUARY 7th AT 10:00 A.M.** THE MEETING WILL BE HELD AT SMYRNA TOWN HALL COUNCIL CHAMBERS, 315 SOUTH LOWRY STREET. IF YOU ARE UNABLE TO ATTEND - SEND A REPRESENTATIVE. BIDDERS **MUST** HAVE A REPRESENTATIVE PRESENT TO BE AWARDED THE BID. THIS IS THE **ONLY** CONFERENCE AVAILABLE. MAPS WILL BE AVAILABLE AT THE PRE-BID CONFERENCE AND THE PARKS OFFICE FROM JIMMY STITT.

LIST OF EQUIPMENT:

<u>Description</u>	<u>Number of Units</u>
Example: John Deere 910 _____	_____ 4 _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Number of people that will be working on these fields.	_____

PART A – BUILDING AND GROUNDS DEPARTMENT

QUESTIONS SHOULD BE DIRECTED TO EDD COMER, BUILDING AND GROUNDS MANAGER 615- 459-1081.

The time period to mow grass area is **Monday through Friday BEFORE 7:30 a.m. or AFTER 4:30 p.m. , or weekends.**

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Edd Comer, Building and Grounds Manager. Grass will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10 day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 inches. Grass must not be mowed when wet. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract. Any equipment to be used on lawns must be approved by Building and Grounds Manager.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractors payment. Any mulch disturbed must be repaired same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks and other paved areas.

Weedeating will be done at time of mowing. Use of herbicide may be used, but areas and type of herbicide must be approved by the Building and Grounds Manager. Cost of the herbicide will be the responsibility of the contractor. Curbs, sidewalks, drives, trees, stones and fences will be cleared with weed eater.

The area to be mowed and the price per cut is as follows:

	<u>LOCATION</u>	<u>PRICE</u>
1. TOWN HALL	315 SOUTH LOWRY STREET	\$_____
2. JUSTICE CENTER	400 ENON SPRINGS EAST	\$_____
	TOTAL PART A - BUILDING & GROUNDS	\$_____

Poor performance on the part of the contractor will be communicated to the contractor by written notification from the Building & Grounds Manager. After two letters of poor performance the Town has the option to cancel agreement immediately by another letter.

All invoices will be turned into the Building and Grounds Department on Tuesday by 4:00 p.m. The Town requires contractor to submit job completion sheets (supplied by the Town) each week for monitoring and work inspection. The Town reserves the right to renew this agreement up to four years by mutual agreement with the vendor.

PART B. CEMETERY – MAPLE STREET

QUESTIONS SHOULD BE DIRECTED TO TOM ROSE, PUBLIC WORKS DIRECTOR
615-459-9742 EXT 2163.

The time period to mow grass area is **Monday through Friday between the hours of 7:00 a.m. and 4:30 p.m.** All mowers must be approved by Public Works Director. Vendor is required to use walk behind or push type mowers in assigned areas of the cemetery. Ride-on mowers may be used in certain areas with prior approval by the Public Works Director. Contract shall include maintenance of the flower beds on both sides of the entrance and the veterans memorial.

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Public Works Director or designee. Cemetery will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10 day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 1/2" inches. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings must be blown off headstones and grave markers at time of mowing. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractors payment. Any mulch disturbed must be repaired same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks, trails, and other paved areas.

Weedeating will be done at time of mowing. Use of herbicide may be used, but areas and type of herbicide must be approved by Tom Rose. Cost of the herbicide will be the responsibility of the contractor.

The area to be mowed and the price per cut is as follows:

<u>LOCATION</u>	<u>PRICE</u>
1. MAPLEVIEW CEMETERY MAPLE STREET	\$ _____
TOTAL PART B. CEMETERY	\$ _____

The contractor shall take extreme care to protect and preserve all headstones and grave markers while mowing and weed eating in the cemetery. Markers that are turned over or disturbed shall be re-set prior to the inspection by the Town of Smyrna Street Department. Headstones or markers that are broken will be replaced by the Town of Smyrna and the cost for replacement will be deducted from the contractor’s payment at the next invoice period.

Poor performance on part of the contractor will be communicated to the contractor by written notification from the PublicWorks Director. After two letters of poor performance the Town has the option to cancel agreement immediately by another letter.

All invoices will be turned into the Public Works Department on Tuesday by 4:00 p.m. The Town requires contractor to submit job completion sheets (supplied by the Town) each week for monitoring and work inspection. The town reserves the right to renew this agreement up to four years by mutual agreement with the vendor.

PART C – UTILITIES DEPARTMENT

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Johnnie Moore or Aubrey Blanks. Locations will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10 day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 1/2" inches. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractor’s payment. Any mulch disturbed must be repaired same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks, trails, and other paved areas.

Weedeating will be done at time of mowing. Use of herbicide may be used, but areas and type of herbicide must be approved by Johnnie Moore or Aubrey Blanks. Cost of the herbicide will be the responsibility of the contractor.

The area to be mowed and the price per cut is as follows:

NATURAL GAS

QUESTIONS SHOULD BE DIRECTED TO JOHNNIE MOORE AT 615-427-2551.

<u>AREAS</u>	<u>LOCATION</u>	<u>PRICE</u>
1. Shop Facility Grounds <i>(mow, weedeat, and weeding flower beds)</i>	108 G Street	\$ _____
2. Meadowlawn Station	Front St & Richardson	\$ _____
3. Nissan Meter Station	628 Enon Springs East (next to Fire Hall # 3)	\$ _____
4. Regulator Station	680 Old Nashville Hwy (behind Lowe’s)	\$ _____
5. Old Water Tower lot	off College Street	\$ _____
	TOTAL NATURAL GAS	\$ _____

WATER TREATMENT PLANT

QUESTIONS SHOULD BE DIRECTED TO KEVIN RELFORD, WATER TREATMENT PLANT MANAGER 615-459-3574.

<u>AREAS</u>	<u>LOCATION</u>	<u>PRICE</u>
1. Water Treatment Plant	Sharp Springs Road	\$ _____
2. Booster Station	3006 Rock Springs Road	\$ _____
3. Hilltop Tank	131 Johnson Street	\$ _____
4. Mill Lane Station	111 Mill Lane	\$ _____
5. Mason Tucker Tank Boost	5000 Motlow College Blvd.	\$ _____
6. Nissan Tank	257 Sam Griffin Road	\$ _____
7. Raw Water Pump	7633 W. Jefferson Pike	\$ _____
8. Raw Water Pump	Sharp Springs Road	\$ _____
TOTAL WATER TREATMENT PLANT		\$ _____

WASTE WATER TREATMENT PLANT

QUESTIONS SHOULD BE DIRECTED TO LELAND NOBLE, WASTE WATER TREATMENT PLANT MANAGER 615-459-6439.

<u>AREAS</u>	<u>LOCATION</u>	<u>PRICE</u>
Waste Water Treatment Plant <i>(mow and weed eat)</i>	Sam Ridley Parkway	\$ _____
Lift Stations:		
1. Seven Oaks	off Seven Oaks Drive, on Clayton, Next door to house #1500	\$ _____
2. West Fork #1	on West Fork Drive between Houses #6013 and #6017	\$ _____
3. West Fork #2	on Steen Blvd next door to 7028, Across field from #7020	\$ _____
4. Meadowbrook	on Enon Springs Rd, next to Gregory Mill Park	\$ _____

5. 1R	behind Gils Village	\$ _____
6. #4	on base, on the corner of D St. & 8 th	\$ _____
7. Lake Hills Annex	Weakley Lane, right on Buttonwood Dr., .3 miles, left on Barking Dr., .1 mile By detention pond	\$ _____
8. #3	on base behind building #628	\$ _____
TOTAL WASTE WATER TREATMENT PLANT		\$ _____

Any additional fields to be added to this list shall be priced comparable to one of the fields listed above.

PART D – STREET DEPARTMENT

Street Department wishes to obtain quotes for right-of-way mowing. Budgetary restraints will dictate if these areas will be included in the bid.

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Lee Parnell. Locations will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10 day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 1/2" inches. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractor's payment. Any mulch disturbed must be repaired same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks, trails, and other paved areas.

Use of herbicide may be used, but areas and type of herbicide must be approved by Lee Parnell. Cost of the herbicide will be the responsibility of the contractor.

The area to be mowed and the price per cut is as follows:

STREET DEPARTMENT

QUESTIONS SHOULD BE DIRECTED TO LEE PARNELL, 615-427-5970.

<u>AREAS LOCATIONS</u>	<u>PRICE FOR MOWING ONLY</u>	<u>PRICE FOR MOWING & WEED EATING</u>
1. Rock Springs Road Stonecrest to Old Nashville Hwy.	\$ _____	\$ _____
2. Old Nashville Hwy. from Sam Ridley to Chicken Pike	\$ _____	\$ _____
3. Enon Springs from Old Nashville Hwy. to Mayfield Drive	\$ _____	\$ _____
4. Pinto Drive Enon Springs to Hoover Drive	\$ _____	\$ _____
TOTAL STREET DEPARTMENT	\$ _____	\$ _____

CONTRACT AGREEMENT

Successful bidder will be expected to enter into a contract agreement with the Town of Smyrna. Agreement shall be signed, but not dated, by the proper business representative and submitted with the bid proposal. See page 14.

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 \$20.00. 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.

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@townofsmymrna.org.

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.



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, **2018** by and between _____, a _____ (the “Bidder”) and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the “Town”) for the purpose of **ANNUAL NON-PARKS GRASS MOWING**.

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



TOWN OF SMYRNA CONSTRUCTION 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 _____
Printed or typed name and title

Date _____

Signature _____

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 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 _____
Printed or typed name and title

Signature _____ Title _____



**TOWN OF SMYRNA 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 _____
Printed or typed name and title

Date _____

Signature _____

Title _____

SECTION III - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the annual non-parks mowing contract 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.

Proposal Exceptions

Section	Brief Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signature below, proposer acknowledges any submittal to be in full compliance with all aspects of each section of the ISQ 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

FAX NUMBER

REPRESENTATIVE NAME & TITLE

TELEPHONE NUMBER

SIGNATURE

E-MAIL ADDRESS