



THE CITY OF LA VERGNE

INVITATION TO BID

The City of La Vergne ("City") will receive and publicly open sealed bids at La Vergne City Hall, located at 5093 Murfreesboro Road, La Vergne, Tennessee 37086. This Invitation to Bid is subject to the instructions, conditions, specifications, addenda, and any other elements of this Invitation to Bid, including those incorporated by reference.

DATE ISSUED: October 8, 2019

BID TITLE: City Wide Pest Control Bid

CITY CONTACT PERSON: Felicia Anderson, Purchasing Agent

TELEPHONE NUMBER: (615) 287-8645

FAX NUMBER: (615) 793-9804

E-MAIL ADDRESS: fanderson@lavergnen.gov

All bid responses must be received and acknowledged in the Purchasing Agent's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of La Vergne
Purchasing Agent's Office
5093 Murfreesboro Road
La Vergne, Tennessee 37086

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: October 22, 2019

BID OPENING TIME: 1:00pm, La Vergne, Tennessee local time

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3. INSTRUCTIONS AND CONDITIONS

3.1. *Invitation to Bid*

- 3.1.1. The City of La Vergne is seeking bids for the purchase of a City Wide Pest Control Bid. Sealed bids will be received by the City of La Vergne at the Purchasing Agent's Office, located at 5093 Murfreesboro Road, La Vergne, Tennessee 37086, until 1:00pm local time on October 22, 2019 at which time the bids will be opened.
- 3.1.2. Bids may be mailed or delivered to the City of La Vergne, Purchasing Agent's Office, 5093 Murfreesboro Road, La Vergne TN 37086. Attached are the specifications and bid form for the purchase of a City Wide Pest Control Bid. All bids shall be submitted on the attached bid form in sealed envelopes with "City Wide Pest Control Bid" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. The City will not accept bid responses submitted by fax or electronic mail.
- 3.1.3. Bid responses must be received and acknowledged in the Purchasing Agent's Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for October 22, 2019, at 1:00pm local time in the Office of the Purchasing Agent. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the Purchasing Agent's Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 3.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 3.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this bid package, and to immediately direct any questions regarding the completeness of this bid package and any addenda thereto to the City's Contact Person.
- 3.1.6. Any prospective bidder desiring an explanation or interpretation of this Invitation to Bid, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) calendar days prior to the bid opening date.
- 3.1.7. There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must complete and submit the Contact Information Form included in the bid package. Please send this information to the contact person listed above via fax or email. The City will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.

- 3.1.8. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

3.2. Bid Responses

- 3.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.
- 3.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and type over's, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 3.2.3. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 3.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 3.2.5. Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, serviceability and suitability of the substitute. The City reserves the right to be the sole judge in making such determination.
- 3.2.6. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item is equal and/or better and of comparable quality as specified. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid

approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.

- 3.2.7. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 3.2.8. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 3.2.9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) calendar days after bid opening.
- 3.2.10. Bid responses may be modified by written notice received and acknowledged by the Purchasing Agent's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 3.2.11. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of the City.
- 3.2.12. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.2.13. The bidder must return a completed Drug-Free Workplace Affidavit (Section 8) and a completed Title VI Compliance Survey (Section 9) with the bid.

3.3. Bid Award

- 3.3.1. Any contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this Invitation to Bid. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the Invitation to Bid. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 3.3.2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. The City reserves the

right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

- 3.3.3. The successful bidder shall provide the various components of a City Wide Pest Control Bid. **The bid price shall include all parts, labor, accessories and any other standard equipment necessary to make these items function as intended. Pricing for each component shall be effective for one (1) year from date of bid award.** If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational; this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this bid.
- 3.3.4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:
 - a. The ability of the bidder to perform the contract or to provide the material for service required;
 - b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - c. The character, integrity, reputation, experience and efficiency of the bidder;
 - d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - f. Terms and conditions stated in bid;
 - g. Compliance with specifications or the Invitation to Bid;
 - h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
 - i. Bidder's past performance with the City.
- 3.3.5. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
- 3.3.6. No bidder may withdraw its response for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract,

the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.

- 3.3.7. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.
- 3.3.8. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

3.4. Terms and Conditions

A representative copy of a City contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached City Contract (Section 7). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this Invitation to Bid will be effective on the date the contract is signed by all required parties.

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 3.4.1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at anytime, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 3.4.2. Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.
- 3.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.

- 3.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 3.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 3.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.
- 3.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 3.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 3.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 3.4.10. Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the City.
- 3.4.11. The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) calendar days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this Invitation to Bid.

3.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 3.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 3.5.2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 3.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 3.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

3.6. *Payment and Delivery*

- 3.6.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 3.6.2. All items must be delivered within thirty (30) calendar days of bid award. Forty-eight (48) hours advance notice should be given prior to delivery and installation. With delivery, installation shall begin and continue day to day until complete.
- 3.6.3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this Invitation to Bid are to be made during the normal working hours of the City. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

- 3.6.4. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this Invitation to Bid.
- 3.6.5. All deliveries made pursuant to this Invitation to Bid, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this Invitation to Bid, delivery and freight charges are to be prepaid and included in the bid price.
- 3.6.6. Unless otherwise specified every item bid shall have a manufacturer’s warranty against defects in parts or workmanship for a minimum of one (1) year.

4. SPECIFICATIONS

4.1 Overview

- 4.1.1 Invitation to Bid for a contract to provide a City Wide Pest Control Bid for the City of La Vergne All City Departments. **Sections 8 & 9 must be signed and returned with this bid.** This Bid is for 3 years if the service is acceptable and price remains firm for the full 3 years.

4.2 Specifications

The Buildings Must be sprayed each visit and if we call with a problem example: ants, roaches in between there must be a response and visit within 24 hours or we will be looking at re bidding the contract early.

<u>Buildings</u>	<u>Month Pricing</u>	<u>Year Pricing</u>
City Hall 5093 Murfreesboro Rd.	_____	_____
Police Department 5093 Murfreesboro Rd.	_____	_____
Public Works 148 International Blvd.	_____	_____
Library 5063 Murfreesboro Rd.	_____	_____
CID Department 5089 Murfreesboro Rd.	_____	_____

Civic Auditorium 283 Old Nashville Hwy.	_____	_____
Multi-Purpose Bldg 5093 Murfreesboro Rd.	_____	_____
Baseball Concessions Floyd Mayfield Dr.	_____	_____
Softball Concessions Floyd Mayfield Dr.	_____	_____
Little League Concessions Floyd Mayfield Dr.	_____	_____
Pee Wee Concessions Floyd Mayfield Dr.	_____	_____
Seniors Building 337 Stones River Rd	_____	_____
Parks and Recreation Bldg. 294 Sand Hill Rd.	_____	_____
Water Treatment Plant 700 Bon Aqua	_____	_____
Storm Water Department 5175 Murfreesboro Rd	_____	_____
	Grand Total Yearly \$	_____

5. BID FORM

City Wide Pest Control Bid

All prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this system operational, freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

Explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications (attach additional pages if necessary).

State the name and location of the nearest authorized factory service facility or provider.

Bidders shall submit with its bid a detailed description and specifications of the product(s).

In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Item	Mfr. / Model	Price Each	Qty.	Total
1				

Total Bid Price: \$ _____

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm: _____

Authorized Signature and Date: _____

Name Printed and Title: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

E-Mail Address:

Delivery Date:

6. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title:	
Company Name:	
Company Contact Person:	
Mailing Address:	
Phone Number:	
Fax Number:	
Email Address:	

7. SAMPLE CONTRACT

**CONTRACT BETWEEN
CITY OF LA VERGNE
AND
[INSERT CONTRACTOR NAME]
FOR PURCHASE OF CITY WIDE PEST CONTROL BID**

This contract is entered into on this [INSERT DATE], by and between **THE CITY OF LA VERGNE**, a municipal corporation of the State of Tennessee ("City") and **[INSERT CONTRACTOR NAME]**, [INSERT TYPE OF ENTITY] of the State of Tennessee ("Contractor").

This contract consists of the following documents:

- ***Invitation to Bid issued October 8, 2019***
- ***Bid specifications issued October 8, 2019***
- ***Contractor's Bid Response dated _____***
- ***This Contract***

In the event of conflicting provisions, all documents shall be construed according to the following Priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
 - ***This Contract***
 - ***Invitation to Bid & Bid Specifications***
 - ***Contractor's Bid Response***
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase a City Wide Pest Control Bid and Contractor agrees to provide the services as set forth in the attached Bid Form and Specifications.
 2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.
 3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - 3.2. Deliveries of all items shall be made within thirty (30) calendar days of order at the City of La Vergne All City Departments located at 5093 Murfreesboro Rd, La Vergne, Tennessee. Contact Person, Felicia Anderson, must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

- 3.3. Deliveries of all items shall be made as stated in the Invitation to Bid and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- 3.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- 3.5. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of _____.
5. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the specifications. [INSERT CORRECT WARRANTY LANGUAGE]
6. **Taxes.** The City of La Vergne is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) calendar day's written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices.**

- 11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Purchasing Agent, 5093 Murfreesboro Road, La Vergne, Tennessee 37086.
- 11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, [INSERTCONTRACTOR NAME & ADDRESS]
- 12. Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 13. Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Administrator.
- 14. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- 15. Waiver.** No waiver of any provision of this contract shall affect the right of any party there after to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 16. Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 17. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 18. Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
- 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,

- 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
20. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANYRIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF PURCHASING AGENT, 5093 MURFREESBORO ROAD, LA VERGNE, TENNESSEE 37086.
21. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force *majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

8. DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

The undersigned principal officer of _____, an employer of five (5) or more employees, contracting with the City of La Vergne, Tennessee, to provide _____, hereby states under oath as follows:

- 1. That the undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires 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 to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
- 3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____)
)ss.
COUNTY OF _____)

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____.

9. TITLE VI COMPLIANCE SURVEY

The City of La Vergne intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964: 49CFT, 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 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 and return this survey to us with your completed bid.

NAME OF OWNER / CONTRACTOR: _____

ADDRESS OF OWNER / CONTRACTOR: _____

COUNTY: _____

TYPE OF SERVICES PROVIDED: _____

NAME OF CONTRACT: _____

DATE AWARDED: _____

OWNER / CONTRACTOR (Race / Gender)	EMPLOYEES (Number in each category)
White Male _____	White Male _____
White Female _____	White Female _____
African-American Male _____	African-American Male _____
African-American Female _____	African-American Female _____
Hispanic Male _____	Hispanic Male _____
Hispanic Female _____	Hispanic Female _____
Native American Male _____	Native American Male _____
Native American Female _____	Native American Female _____
Asian-American Male _____	Asian-American Male _____
Asian-American Female _____	Asian-American Female _____
Other _____ Male _____	Other _____ Male _____
Other _____ Female _____	Other _____ Female _____