



Asphalt Rejuvenation Project

Bid No. 2025-0103

2-4-2025

Montgomery County, TN

County Mayor: Wes Golden

Purchasing Agent: Elizabeth Black

Montgomery County Highway Department

Highway Superintendent: Jeff Bryant, PE



Prepared By:

Montgomery County Highway Department

1213 Highway Drive

CLARKSVILLE, TN 37040

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ADVERTISEMENT FOR BIDS

Sealed bids from Respondents qualified to apply an Asphalt Rejuvenation agent on selected roadways in Montgomery County, TN will be received by Elizabeth L. Black Purchasing Agent, Montgomery County Purchasing at 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040 until 2:00 P.M. on Tuesday, February 18, 2025.

The Scope of Work for this project includes:

Application of asphalt rejuvenation agent on selected Montgomery County, TN roads.

In order to bid, qualified bidders shall obtain one (1) copy of the bid document files in PDF format. Contractors, sub-contractors, and suppliers may obtain a link to the PDF contract documents by requesting them via email from Montgomery County Purchasing mocobids@mcgtn.net. Upon request, an e-mail response will be sent back within 48 hours with a link to download the project documents.

All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's name, address, and license number; the date of the license expiration; and a quotation of that part of the license classification applicable to the bid.

Each Bidder must deposit (with his/her bid) bid security in the amount of five percent (5%) of the amount of the bid and subject to the conditions provided in the Information for Bidders.

No Bidder may withdraw his bid for Ninety (90) days following the bid opening.

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The Purchasing Agent of Montgomery County, Tennessee will receive sealed bids for the provision of **Asphalt Rejuvenator Services** as specified herein. Bids must be received by **2:00 p.m.** on February 18, 2025. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 2025-0103
Elizabeth L. Black, Purchasing Agent
Montgomery County Purchasing
350 Pageant Lane, Suite 101-E
Clarksville, Tennessee 37040

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Montgomery County wants requests for additional information routed to Elizabeth Black, Montgomery County Purchasing Agent, at 931- 648-5720. Additional information requests and questions may be emailed to elblack@mcgtn.net by February 10, 2025 at 2:00 p.m. Any question(s) asked and the County's response will be emailed to all bidders by February 13, 2025. Information about the Montgomery County Purchasing Department may be obtained online at <https://mcgtn.org/purchasing>.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Montgomery County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 ALTERNATIVE BIDS: Montgomery County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (IFB).

1.4 AWARD: Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Montgomery County. Montgomery County reserves the right to award this bid on an item-by-item basis or an all or none basis, whichever is in the best interest of the County. Montgomery County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.5 DECLARATIVE STATEMENT: Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.6 INSTRUCTIONS TO BIDDERS:

1.6.1 Receipt and Opening of bids

Montgomery County Government (hereinafter called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the location and time stated in the Advertisement for Bids, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Elizabeth Black, Purchasing Agent, Montgomery County Purchasing, 350 Pageant Lane, Suite 101-E, Clarksville, Tennessee, 37040, and designated as bid for **Montgomery County Highway Department Asphalt Rejuvenation Project**.

Alternatively, electronic submission is available via email to mocobids@mcgtn.net. You will receive confirmation of your electronic submission upon receipt. Actual email shall not be opened until posted time of opening. Subject title shall be **Bid-Montgomery County Highway Department Asphalt Rejuvenation Project**. Bid

must be received by time of bid opening.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (90) days after the actual date of the bid opening.

1.6.2 Preparation of Bid

All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the BID form must be fully completed and executed when submitted.

Each bid must be submitted sealed in an envelope containing the following information: the Contractor's name, address, and license number; the date of the license expiration; and a quotation of that part of the license classification applicable to the bid. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

THE FOLLOWING FORMS ARE REQUIRED TO BE SIGNED AND INCLUDED WITH THE BID:

**PRIME CONTRACTOR AFFIDAVIT OF NON-COLLUSION
DRUG FREE WORKPLACE AFFIDAVIT**

GENERAL INDEMNITY

**TITLE VI CONTRACT ASSURANCE FORM NON-BOYCOTT
OF ISRAEL ACT**

IRAN DIVESTMENT ACT-CERTIFICATION OF NON-INCLUSION

**CONTRACTOR'S ATTESTATION REGARDING ILLEGAL
IMMIGRANTS OR ALIENS**

MONTGOMERY COUNTY CONTRACTOR SAFETY PROGRAM

Failure to include ALL forms shall, at the discretion of the owner, result in the bid being rejected. The Owner will not be responsible for the bidder's loss of the bid opportunity if the required forms are not submitted along with the completed Bid Form.

1.6.3 Subcontracts

The bidder is specifically advised that any person for or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner after verification by the state of the current eligibility status.

If work is required for Plumbing, HVAC, Electrical, Masonry or Roofing: provide state contractor license number, expiration date, and applicable classifications for bidder and listed subcontractors except when such subcontractor's portion of the construction project is less than \$25,000 (Including materials and labor), or in the case of masonry, less than \$100,000. For trades listed, if Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor when required based on the monetary limits listed above. Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Requirements per TCA Code 62-6-119.

1.6.4 Bid Modification

N/A

1.6.5 Method of Bidding

The Owner invites the following (Unit Price) bid:

Montgomery County Highway Department Asphalt Rejuvenation Project

- 1.7 Each bid must be accompanied by a certified check, cashier's check, or a bid bond prepared on an acceptable Form of Bid Bond and, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid made payable to **Montgomery County Trustee**. Such checks or bid bond shall be returned to all except the three (3) lowest bidders within three (3) days after the opening of the bids, and the remaining cash, check or bid bonds shall be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of the bidder's bid. Bid Bond EJCDC C430 is an acceptable form and is attached herein as a sample. Other bond forms created by bonding companies are also acceptable.
- 1.8 **INCURRED COSTS:** Montgomery County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.9 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.10 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Montgomery County will make the final determination as to the bidders' ability.
- 1.11 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition.
- Any such question regarding the specifications or bid procedures must be received in the Purchasing Department no later than February 18, 2025 **at 4:30 p.m. CST**. These requirements also apply to specifications that are ambiguous.
- 1.12 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink or electronic bid submissions with electronic signature**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.
- 1.13 **TAXES:** Montgomery County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.14 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.
- 1.15 **WAIVING OF INFORMALITIES:** Montgomery County reserves the right to waive minor informalities or technicalities when it is in the best interest of Montgomery County.

1.16 The Bidder acknowledges that they have received the following Addendum. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid.

A. Addendum Number _____ dated _____.

B. Addendum Number _____ dated _____.

C. Addendum Number _____ dated _____.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Montgomery County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Montgomery County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Montgomery County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Montgomery County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Montgomery County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Montgomery County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Montgomery County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Montgomery County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Montgomery County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Montgomery County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Montgomery County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Montgomery County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Montgomery County. Montgomery County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 LIMITATIONS OF LIABILITY:** In no event shall Montgomery County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Montgomery County has been advised of the possibility of such damages.
- 2.14 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Montgomery County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.15 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.16 REMEDIES:** Montgomery County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 RIGHT TO INSPECT:** Montgomery County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.18 SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable,

the remaining provisions shall not be affected but shall remain in force and in effect.

2.19 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.20 **WARRANTY-GUARANTY**

- a. The right is reserved by Montgomery County Government to accept or reject any part of the installation which does not successfully meet the requirements as set out in these Specifications. The CONTRACTOR shall and hereby does warranty that all work installed under these Specifications shall be free from defects in workmanship and materials for a period of one (1) year from the date of Final Acceptance. The above parties further agree that they will repair or replace any defective materials or workmanship which becomes defective within the term of the warranty-guaranty.
- b. An additional manufacturer's guarantee shall be required for certain products as listed in the specifications.

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SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of this solicitation is to obtain a Contractor to apply Asphalt Rejuvenating agent to bituminous asphalt roadways. Montgomery County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost and service quality, which includes previous work history and performance on similar roadway improvements.
- 3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Montgomery County so stating.
- 3.3 **ADDITIONS/DELETIONS:** Montgomery County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Montgomery County deems necessary. If items are to be added, Montgomery County and the Contractor(s) will arrive at a mutually agreed upon price. Any additions/deletions must be approved in writing by Montgomery County Purchasing Department prior to any changes in service.
- 3.4 **ALTERNATE MATERIALS:** The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications pertaining to the material or article, only the specified item shall be used.

In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or item, the use of an alternate item other than that specified must be submitted for the written approval of the County no less than five (5) business days prior to the bid opening. No bid will be accepted which bids to use a non-approved alternate. The County shall notify all bidders of any approved alternates by addendum only. The County reserves the right to reject any or all bids.

- 3.5 **AWARD STATUS:** Montgomery County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Montgomery County, the award may be extended to two (2) additional years, one (1) year at a time. This may result in a total of three (3) years. Montgomery County reserves the right to purchase these items/services from other sources if the need arises. Montgomery County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Montgomery County desire not to renew, no reason needs to be given.
- 3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.7 **BID EVALUATION:** In evaluating the bids, Montgomery County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Montgomery County. All material submitted becomes the property of Montgomery County.
- 3.8 **CHANGES AFTER AWARD:** It is possible after award that Montgomery County may change its needs or requirements. Montgomery County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Montgomery County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Montgomery County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Montgomery County and/or provide improved service.
- 3.9 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working email. The Contractor will be required to submit a list

of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contacts. These individuals must be familiar with the Montgomery County Contract and have the authority to make adjustments as requested by Montgomery County.

3.10 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.11 CONSTRUCTION PROJECTS: Any construction undertaking, for which the total cost of the project is Twenty- Five Thousand Dollars (\$25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no solicitation will be opened unless the outside of the sealed envelope containing the solicitation provides the following information: The Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the solicitation.

If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars (\$25,000), the solicitation envelope is to be annotated with the phrase "Subcontractor's Bid is less than \$25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the solicitation. If no subcontractors are being used, the outside of the envelope must state, "No subcontractors are being used on this project."

3.12 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Montgomery County account be handled efficiently and professionally. Montgomery County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Montgomery County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 CONTRACTOR'S DUTIES: All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the County any conflicts that may occur among the various provisions of the specifications and plans. The County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the County shall allow the County to require any changes deemed necessary before acceptance by the County.

3.14 DESTINATION AND DELIVERY: Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department. All shipping charges must be noted under the delivery fee along with a minimum volume for delivery.

All deliveries must be unloaded and placed in the location desired by Montgomery County. No deliveries will be made outside of Montgomery County unless it is through cooperative purchasing.

3.15 Method of Award – Lowest Qualified Bidder

a. The contract will be awarded to the responsible bidder submitting the lowest and best interest proposal complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is in the best interest of Montgomery County Government to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. Montgomery County Government,

however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Montgomery County Government.

- b. Montgomery County Government also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.
- c. The ability to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.
- d. Examples of the Performance (EJCDC C610) and Payment (EJCDC C615) bonds are attached

3.16 EXCEPTIONS TO SPECIFICATIONS: Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified Poffers are subject to rejection in whole or in part. Exceptions may be negotiated for a mutual resolution.

3.17 FORCE MAJEURE: The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. Montgomery County recognizes that national and/or international occurrences, unforeseen and beyond control of the vendor, may impact distribution costs. The pricing offered as a result of this bid is to be based upon known and calculated expenses; therefore, should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the vendor may request relief only for the duration of said occurrence.

3.18 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company 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 sub-contract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Montgomery County contracts.

3.19 INSURANCE: The successful vendor must carry the insurance as indicated on the Insurance Checklist (**Attachment A**) hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Montgomery County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Montgomery County Purchasing Department as long as the Contract is in effect.

- 3.20 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an Addendum to the solicitation by the Montgomery County Purchasing Department.
- 3.21 INVOICE REVIEW:** Montgomery County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Montgomery County receives the invoice.
- 3.22 INVOICING REQUIREMENTS:** Montgomery County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Montgomery County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- 3.22.1** The invoice must show the amount due to the Contractor by Montgomery County.
 - 3.22.2** All invoices shall be submitted within thirty (30) days of work being performed.
 - 3.28.3** The invoice must show: daily work quantities and detailed breakdown of TDOT AC adjustments, a copy of the approved mix design that was used in the project(s) being invoiced, as well as any additional information as required by Montgomery County.
 - 3.29.4** Invoices are to be original and uniquely pre-numbered.
 - 3.29.5** Submit original invoice and one (1) exact copy.
 - 3.29.6** Invoices that do not show this information are subject to rejection.

Montgomery County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Montgomery County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

- 3.23 LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Montgomery County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.
- 3.24 LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with

Tennessee Code Annotated.

- 3.25 NEWS RELEASES BY VENDORS:** As a matter of policy, Montgomery County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Montgomery County.
- 3.26 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Montgomery County Purchasing Department **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.
- 3.27 ON-SITE SUPERVISION REQUIREMENT:** The successful Contractor shall have a crew supervisor on site at all times knowledgeable and experienced in asphalt rejuvenating agent applications when work is performed. Prior to work being performed, the contractor shall notify Montgomery County of who the crew supervisor shall be for the upcoming work. At no time, shall the County inspection staff be required to direct means and methods of Contractor's duties.
- 3.28 PERSONAL PROPERTY:** The successful vendor(s) shall be fully responsible for all personal property located within the area to be sealed. This shall include, but not be limited to vehicles, mailboxes, driveway culverts, flower gardens, poles, etc. The successful vendor(s) shall make immediate notification to the Montgomery County inspector assigned to that project if damage occurs. The property owner shall also be notified immediately, and a course of corrective action discussed and agreed upon at the earliest possible time; in no event shall the vendor(s) exceed forty-eight (48) hours to notify the property owner of damage to their personal property.
- 3.29 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for period of twelve (12) months from the first day of the Contract period. The price per square yard shown in Section VI shall include all costs for final placement according to TDOT specifications or as directed by the Montgomery County Highway Department.

If the Contractor's price is increased after the initial year, Montgomery County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- a. Continue with the existing prices,
- b. Request a lower price increase,
- c. Not accept the renewal offer.

If a price increase is approved by Montgomery County Purchasing Department and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.30 PUBLIC RECORDS ACT:** Montgomery County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Montgomery County will comply with all legitimate requests.
- 3.31 QUANTITIES:** Montgomery County does not guarantee any quantities of items to be purchased. It shall be the successful Contractor's sole responsibility to verify specific job quantities prior to beginning work for approved jobs.
- 3.32 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only

experienced licensed, responsible and capable people in the performance of the work. Montgomery County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Montgomery County.

SECTION IV SPECIFICATIONS

4.1 **SCOPE OF WORK:** This work shall consist of applying Asphalt Rejuvenating agent to bituminous asphalt roadways for Montgomery County. The awarded Contractor(s) will provide all necessary mobilization, labor, material, equipment and traffic control to perform all application operations as requested by the Montgomery County Highway Department on an as-needed basis. The rejuvenation of surface courses will be performed by spray application of a specialized rejuvenating agent composed of petroleum oils and resins emulsified with water. All work will be performed in accordance with these specifications.

4.2 **APPLICATING EQUIPMENT:** The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with allowable variation from any specified rate not to exceed five (5) percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the County that controls the rate of product application. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the County.

The truck used for applying slag screenings, or other aggregate approved by the County shall be equipped with a spreader allowing slag screenings to be uniformly distributed onto the pavement. The spreader shall be able to apply one-half (1/2) pound to three (3) pounds of slag screenings per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the slag screenings onto driveways or lawns. The slag screenings to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet slag screenings will be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the desired results, shall be repaired or replaced at the direction of the County.

4.3 **APPLICATION OF REJUVENATING AGENT:** The asphalt rejuvenating agent shall be applied by distributor truck at the temperature recommended by the manufacturer and at the pressure required for proper distribution. The emulsion distribution shall be applied uniformly to all points of the areas to be treated. Distribution will begin with the truck in motion and to operating speed to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed will receive additional treatment that may require a hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half (1/2) width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road will overlap the previous application by at least one-half (1/2) the width of the nozzle spray. In any event the centerline construction joint of the pavement will be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at a rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for job site conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the County following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the County grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the County, will have the required amounts applied in two (2) or more applications as directed. After the rejuvenating emulsion has penetrated, a light coating of dry slag screenings, or other aggregate approved by the County, will be applied to the surface in the sufficient amount to protect the traveling public as required by the County. The slag screenings shall be swept and removed from the streets and properly disposed at the Contractor's expense within twenty-four (24) hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the County, the Contractor will take representative samples of material for testing.

4.4 BARRICADES AND WARNING SIGNALS: Where the work is located in or adjacent to any road or public place, the Contractor shall, at their own expense, furnish and install barricades as needed.

4.5 HANDLING OF ASPHALT REJUVENATING AGENT: Contents in tank cars or storage tanks must be circulated for at least forty-five (45) minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate must be loaded first and then add the required amount of water. The water will be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe will be kept below the surface of the material in the distributor. The distributor truck will be cleaned of all asphalt materials and washed out to the extent no discoloration of the emulsion is evident. Cleanliness of the spreading equipment shall be subject to the approval of the County.

4.6 MATERIAL PERFORMANCE: The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder, i.e., viscosity, shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty percent (40%) as determined by dynamic shear rheometer (DSR) method for asphalt testing in accordance with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five (5) years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

Bidders must submit with their bid documentation and test data demonstrating;

4.6.1 The manufacturer's certification the rejuvenating material proposed for use is in compliance with these specifications.

4.6.2 The rejuvenating agent has been used successfully for a period of five (5) years by other government agencies such as Cities, Counties or State Departments of Transportation.

4.6.3 The asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and penetration numbers.

4.6.4 Such product performance is consistent on a sufficient number of projects. Testing data shall be submitted to indicate said product performance over a testing period of three (3) years to ensure reasonable life expectancy.

4.7 MATERIAL SPECIFICATIONS: The asphalt rejuvenating agent will be an emulsion composed

of a petroleum resin oil base uniformly emulsified with water. Each Contractor submitting a bid must include a statement from the manufacturer of the asphalt rejuvenating emulsion to be used conforms to the required physical and chemical requirements shown in Section 4.11. Montgomery County will be the sole authority for determining if the rejuvenating agent proposed with the bid is acceptable.

- 4.8 METHOD OF MEASUREMENT:** Asphalt rejuvenating agent will be measured by the square yard as provided for in the contract documents.
- 4.9 PRODUCT STANDARD:** The product Reclamite® for the asphalt rejuvenating agent as manufactured by Golden Bear Oil, a division of Tricor Refining, LLC is an acceptable rejuvenating agent for these specifications. Any agent equal to or better than the above described may be substituted with county approval.
- 4.10 QUALIFICATIONS:** The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The Bidder shall have a minimum of three (3) years of experience in applying the proposed product. The Bidder must submit with their bid a list of three (3) projects of which asphalt rejuvenating agent was applied.
- 4.11 REJUVENATION AGENT SPECIFICATIONS:**

Test	Test Method		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion:				
Viscosity@ 25°C, SFS	D-244	T-59	15	40
Residue, %w ¹	D-244 (Mod)	T-59 (Mod)	60	65
Miscibility Test ²	D-244 (Mod)	T-59 (Mod)	No Coagulation	
Sieve Test, %w ³	D-244 (Mod)	T-59 (Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance	GB	GB		30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D92	T-48	196	
Viscosity@ 60°C, cSt	D-445		100	2
				0
				0
Asphaltenes, %w	D-2006-70			0.7
				5
Maltene Distribution Ratio (PC + A1) / (S + A2) ⁴	D-2006-70		0.3	0.6
PC/S Ratio ⁴	D-2006-70		0.5	
Saturated Hydrocarbons, S ⁴	D-2006-70		21	28

¹ ASTM D244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D24460 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedure identical with ASTM D244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Chemical composition by ASTM Method D200670: PC = Polar Compounds, A1 = First Acidaffins: A2 = Second Acidaffins, S = Saturated Hydrocarbons

4.12 **RESIDENT NOTIFICATION:** The Contractor shall distribute by hand a typed notice to all residences and businesses on the road to be treated. The notice will be delivered no more than twenty-four (24) hours prior to the treatment of the road. The notice will have a local phone number where residents may call to ask questions. The notice will be of the door hanger type securing to the door handle of each dwelling. Unsecured notices are not allowed. The Contractor must also place the notice on the windshield of any cars parked on the roadway. Hand distribution of this notice will be considered incidental to the contract.

4.13 **ROADWAY PREPARATION:** The Contractor shall be responsible for sweeping and cleaning of the roadways prior to, and after, treatment. All equipment necessary for roadway preparation shall be on hand and approved before work will be permitted to begin. The equipment shall include a power broom or other mechanical sweeping equipment, pressure distributor and such other equipment and small tools as may be required to perform the work in a satisfactory manner. In addition, prior to any asphalt rejuvenating agent application, the existing surface shall be clean, dry and free from any debris, and Montgomery County shall inspect the surface and approve the cleanliness of the surface.

All slag screenings used during the treatment must be removed no later than twenty-four (24) hours after treatment of the roadway. This shall be accomplished by a combination of hand and mechanical sweeping.

All turnouts, cul-de-sacs, driveways, etc., must be cleaned of any material to the satisfaction of the County. Roadway preparation will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the County, additional slag screenings are required, said material shall be applied by the contractor. Slag screenings shall be swept up no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplication and removal of slag screenings.

4.14 **TDOT REGULATIONS:** Asphalt rejuvenating agent services must meet the Tennessee Department of Transportation, Bureau of Highways, Standard Specifications for Road and Bridge Construction dated January 01, 2021, including any subsequent revisions or special provisions.

4.15 **TRAFFIC CONTROL:** Contractor must provide traffic control to maintain safety for both the Contractor and public. The Contractor must provide an adequate staff to maintain traffic in and around the work area. Contractor will provide all necessary equipment (e.g.: stop/slow signs, barrels, cones). Contractor will be responsible for the flow of traffic and must maintain a safe environment for traffic at all times.

The Contractor shall schedule their operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be closed and free from traffic until penetration, in the opinion of the County, has become complete and the area is suitable for traffic.

When, in the opinion of the County, traffic must be maintained at all times on a particular road, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The Contractor shall notify Montgomery County Emergency Management Agency as to the roadways to be treated each day.

The maintenance of traffic for the application of the asphalt rejuvenating agent shall be included in the items bid. The Contractor will notify the Montgomery County Highway Department Supervisor designee by submission of a work zone/traffic control plan in advance, with anticipated schedule of roads to be treated and total road closures for the notification of

emergency services providers and other stakeholders. A detour plan is required for road closures.

All traffic control must be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration. If, in the opinion of the County, proper traffic control devices and/or signage are not being used, the Contractor shall stop all operations until safe proper traffic control devices and/or signage are achieved.

- 4.16** **WEATHER LIMITATIONS:** The temperature of the asphalt rejuvenating emulsion, at the time of application shall be recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no threat of rain. The agent shall not be applied when the ambient temperature is below forty (40) degrees Fahrenheit.

4.17 **Contract Times**

4.17.1 Time of the Essence

- i. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the contract documents are of the essence of the contract.

4.17.2 Contract Time: Dates

- i. All work to be substantially completed by June 1, 2025, and completed and ready for final payment June 15, 2025.
- ii. Any contract extensions will also be completed by June 1 of the extension year and completed and ready of final payment June 15 of the extension year.

4.17.3 Liquidated Damages

- i. Contractor and Owner recognize that time is of the essence as stated in Paragraph 14.17.2 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 14.17.2 above, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - a. Substantial Completion: Contractor shall pay Owner **\$100.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in

- b. Paragraph 14.17.2 above for substantial completion until the work is substantially complete.
- c. Completion of Remaining Work: After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the contract time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the work is completed and ready for final payment.
- d. Liquidated damages for failing to timely attain substantial completion and final completion are not additive and will not be imposed concurrently.

SECTION V VENDOR PRICING FOR BID NUMBER 2025-0103, ASPHALT

REJUVENATOR SERVICES VENDOR NAME: _____

5.1 The Bidder agrees to perform all the contract work described in the specifications and shown on the plans for the following unit prices:

BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:

Line	Description	Qty	Units	Unit Price	Total
1	Asphalt Rejuvenation Agent (TDOT APPROVED)	260,000	SY	\$	\$
2	Mobilization	1	LS	\$	\$
TOTAL BID AMOUNT					\$

Units are based on the Montgomery County Highway Department estimates. Actual quantities may differ; payment will be based on Unit Prices. **Traffic control is considered incidental to the work.**

Project manager will submit daily totals of work completed to jlpowers@mcgtn.net to ensure that the contract total is not exceeded.

A list of road to be treated will be provided to the winning bidder at the time of award.

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BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Bid Project <i>(name and location)</i> : [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: [Full formal name of Owner]</p> <p>Mailing address <i>(principal place of business)</i>: [Address of Owner's principal place of business]</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount from Contract]</p> <p>Effective Date of Contract: [Date from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: [Full formal name of Owner]</p> <p>Mailing address <i>(principal place of business)</i>: [Address of Owner's principal place of business]</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

FORM OF PRIME CONTRACTOR NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, disposes and says:

That he is _____, (a partner or Officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affidavit or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Montgomery County Government or any person interested in the proposed contract; and that all statement is said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual;

Partner, if bidder is a partnership;

Officer, if bidder is a corporation.

Subscribed and sworn to before me

this _____

day of _____, 2024

My commission expires:

_____, 2024

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DRUG-FREE WORKPLACE AFFIDAVIT

I, _____ of _____ ,
(Printed name) (Company Name)

hereby state that, as an employer, I have adopted a drug-free workplace policy which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development.

Said drug-free workplace program is in compliance with the Tennessee Drug-free Workplace Act, T.C.A. §50-9-101 through 50-9-113 that became effective January 1, 2001.

Signature

Date



STATEMENT

I, _____ of _____ ,
(Printed name) (Company Name)

hereby state that I employ less than five (5) employees and I am not required to submit the Drug-Free Workplace Affidavit.

Signature

Date

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GENERAL INDEMNITY

I, _____, hereby agree to indemnify, defend, and hold harmless Montgomery County Government, its appointed or elected officials, employees, and agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, attorney fees, costs and expenses of whatsoever kind or nature arising out of my contractor's obligations and operations provided in this contract.

I acknowledge that I have familiarized myself with the subject property and Bid Documents, and I release Montgomery County Government from any and all claims that may result from the activity associated with this contract.

(Applicant's Signature)

(Date)

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Title VI Contract Assurance

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age, sex, 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.

Please Print:

Contractor's Name

Street Address

City State Zip

Contractor's Phone Number

I, _____, hereby agree to abide by the Title VI Regulations.

Signature

Date

For Title VI compliance, we ask for voluntary disclosure of the following information:

- Ownership Type (please check all that apply):
- () African American Owned Business
 - () Women Minority Owned Business
 - () Female Owned Business
 - () Native American Owned Business
 - () Hispanic Owned Business
 - () Asian Owned Business
 - () Disabled Owned Business
 - () All Others

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MONTGOMERY COUNTY

T E N N E S S E E

P U R C H A S I N G

IRAN DIVESTMENT ACT Certification of Non-inclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[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](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106.%20Iran%20Divestment%20Act-July.pdf)

By submission of this bid/proposal, each bidder 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.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
<i>Printed Name and Title of Person Signing</i>	

350 PAGEANT LANE SUITE 101E • CLARKSVILLE TENNESSEE 37040

PHONE 931.648.5720 • FAX 931.553.5151



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Montgomery County Government

Purchasing

350 Pageant Lane
Suite 101-E
Clarksville, Tennessee 37041

Elizabeth L. Black
Purchasing Director

Phone: (931) 648-5720
elblack@mcgtn.net

**Non-Boycott of Israel Act
TCA 12-4-1**

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. In the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. **Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.**

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee

Date

Organization Name

Address

Phone

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MONTGOMERY COUNTY CONTRACTOR SAFETY PROGRAM

1. PURPOSE

This program is designed to set safety and health expectations and establish a screening process so that Montgomery County may hire and use Contractors who accomplish the desired job tasks without compromising the safety and health of employees. The Contractor must assure that contract employees are trained on: performing the job safely, of the hazards related to the job, and other applicable provisions of the OSHA Standards. The program is a systematic approach that must be used to evaluate Contractor personnel used in the conduct of business with Montgomery County.

Montgomery County does not take responsibility for the safety of the Contractor's employees. Nor does the County take responsibility for instructing Contractors on how to perform work. Rather, this program spells out what is expected of Contractors conducting work for Montgomery County.

Contractors are defined as non-County government individuals or businesses that are retained by the County to provide specific labor or services.

2. RESPONSIBILITIES OF THE CONTRACTOR

Contractor compliance with all state and federal occupational safety and health standards is a condition of doing business with Montgomery County. Contractors have the responsibility to:

- Conduct daily safety inspections of all assigned areas.
- Identify and correct hazards within their responsibility and report hazards to the County.
- Provide Contractor employees with personal protective equipment as needed to safely perform contracted tasks.
- Ensure Contractor employees have the training for assigned tasks as is required by state and federal occupational safety and health standards.
- Coordinate with County Safety and Risk Management Manager for safety related issues that may affect County operations.
- Establish and maintain an effective safety and health program for contractor employees.
- Establish and maintain an effective safe housekeeping program.
- Make available for inspection by the County any written safety programs, safety data sheets, training records and other safety-related documents.

3. MONITORING AND INSPECTIONS

All Contractors and subcontractors working under contract with Montgomery County are subject to regular safety, health and environmental monitoring by the County.

4. HAZARDOUS CHEMICAL / SUBSTANCE NOTIFICATION

Contractors must follow state and federal Occupational Safety and Health Administration Hazard Communication standard requirements including use, safe handling and storage of chemicals.

Contractors are required to inform the County of all hazardous substances which may be brought on to County property, including providing the most current Safety Data Sheet (MSDS)/(SDS) for each substance. All spills and leaks of hazardous chemicals shall be immediately reported to the County Safety and Risk Management Manager.

5. WORK ZONE TRAFFIC CONTROL

All Contractors conducting work which involve traffic control in the public way shall comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices. The County Highway Supervisor (931-648-5740) should also be contacted prior to commencing operations. This measure is to ensure the safety of workers and the public.

6. DUE REGARD FOR THE PUBLIC

All Contractors and their employees while engaged in work for Montgomery County shall exercise due regard and reasonable care for the safety of the public.

7. OTHER POLICIES AND PROCEDURES

All Contractor employees shall adhere to all County policies and procedures, including but not limited to: access to County facilities and equipment, use of controlled substances, firearm & explosive restrictions, harassment of other persons, traffic and parking regulations.

The County's policies and procedures may vary by Department, Building or Park. Contact info for each Department can be found at www.mcgtm.org.

8. CONTACT INFORMATION FOR COUNTY SAFETY AND RISK MANAGEMENT MANAGER

Contact Jennifer Hood the County Safety and Risk Management Manager at 1 Millennium Plaza, Suite 402, Clarksville, TN 37040, (931) 245-3370, Email: jnhood@mcgtm.net.

9. ENVIRONMENTAL, SAFETY AND HEALTH SOURCES OF INFORMATION

TENNESSEE OSHA: www.tn.gov/workforce/employees/safety-health/tosha.html

FEDERAL OSHA: www.osha.gov/

TENNESSEE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:

www.tn.gov/environment.html

Contractor Safety Information

PURPOSE: The purpose of this questionnaire is to provide Montgomery County with necessary information about your company's safety program and performance. All items must be completed.

Company Name: _____

Address: _____

Safety Director: _____
(Person responsible for safety)

Phone #: _____

Email: _____

1) Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- i) Number of recordable injuries/illnesses _____
- ii) Number of restricted work days _____
- iii) Number of lost work days _____
- iv) Number of fatalities _____
- v) Employee hours worked last year _____
- vi) Number of injuries/illnesses requiring hospitalization _____

2) Safety Program

- i) Does your company have a written safety program?

Yes _____ No _____

- ii) Is the program revised/updated annually?

Yes _____ No _____

- iii) Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?

Yes _____ No _____

iv) Do you have a new hire orientation program pertaining to safety training?

Yes _____ No _____

v) Does it include any training on the following? (If your company has a handbook, please submit a copy).

Yes _____ No _____

Head Protection	Emergency Procedures
Eye Protection	Hazardous Substances
Hearing Protection	Trench & Evacuation
Respiratory Protection	Barricades
Fall Protection	Electrical Safety
Scaffolding	Rigging & Crane Safety
Housekeeping	Hand & Power Tool Safety
Fire Protection	Hand Protection
Confined Space Entry	Others

vi) Do you have a foreman safety training program?

Yes _____ No _____ If yes, please include an outline.

vii) Do you conduct regular safety meetings? Yes _____ No _____

viii) Are records kept? Yes _____ No _____ How often? _____

ix) Do you generate accident investigation reports? Yes _____ No _____

x) Do you perform project safety inspections?

Yes _____ No _____

Who conducts them? Name _____

Job Title _____

How often? _____

3) Lockout/Tagout

Does the work that you are submitting a bid for, involve any "Lockout/Tagout" situations?

Yes _____ No _____

If yes, please submit a copy of your written Lockout/Tagout procedures.

4) Hazard Communication

Does the work that you are submitting a bid for, involve the use of any "Hazardous Substances"?

Yes _____ No _____

If yes, please submit a copy of your written hazard communication program and safety data sheets for any hazardous substance that you will be using in your work.

5) Confined Spaces

Does the work you are bidding involve working in a "Confined Space"?

Yes _____ No _____

If yes, include your work plan, copies of training certification of the pertinent employees, entry permit and who will be in the confined space permit-required.

6) Elevated Work and Fall Protection

Does the work that you are submitting a bid for, involve any "Elevated Work"?

Yes _____ No _____

If yes, please submit a copy of your fall protection and elevated work rules policy.

7) Powered Industrial Vehicles

Does the work that you are submitting a bid for, involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)

Yes _____ No _____

Have designated people been trained on such?

Yes _____ No _____

8) Respiratory Compliance

Does your company have a written respiratory program or policy?

Yes _____ No _____

Have employees been fit tested quantitatively or qualitatively?

Yes _____ No _____

Do you have established medical surveillance procedures?

Yes _____ No _____

What type of respiratory training has your employee had?

What type of respiratory equipment are they permitted to wear?

9) Key Personnel

List the key onsite people you would use for this project.

Name: _____

Title: _____

Name: _____

Title: _____

**CONTRACTOR / CONSULTANT / SERVICE PROVIDER ACKNOWLEDGEMENT OF RECEIPT OF
MONTGOMERY COUNTY CONTRACTOR SAFETY PROGRAM**

Company Name: _____

Contractor's Authorized Safety Representative: _____

I acknowledge receipt of and agree to comply with Montgomery County's Contractor Safety Guidelines. I will also make employees and subcontractors aware of County's safety expectations and requirements.

I understand that any accidents, injuries or property damage will be reported to the County Safety and Risk Management Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the County Safety and Risk Management Manager.

I certify that all personnel conducting work have been trained in accordance with Occupational Safety and Health Administration regulation: 29 Code of Federal Regulations § 1910/1926.

Authorized Representative (Printed): _____ Date: _____

Signature of Authorized Representative: _____

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