

SPECIFICATIONS AND CONTRACT DOCUMENTS
Town of Greeneville, Tennessee
2023 Resurfacing Program

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2023 GREENEVILLE RESURFACING PROGRAM

SECTION A: NOTICE TO CONTRACTORS/ADVERTISEMENT FOR BIDS

The Town of Greeneville invites sealed bids from qualified companies interested in providing paving services in support of the Town's street maintenance efforts. The contractor selected will be responsible for providing Hot Mix Asphalt Overlays on designated streets in the Town of Greeneville.

For scope of work, the bid should include traffic control, associated vegetation matter removal, clearing, cleaning, tack coat, and any necessary incidental work required for an asphalt overlay. The full scope of work is described in Section B of this document.

Bidders shall place their bid in a sealed envelope along with a bid bond and certificates of insurance. The outside of the envelope must indicate the bidder's name, license number, expiration date, and that part of classification applying to the bid in accordance with TCA 62-6-119. Bids not conforming to these provisions shall not be opened.

Bids will be received at the following address:

**Town of Greeneville
200 N. College St.
Greeneville, TN 37745**

until 10:00 a.m. on Friday, May 12, 2023.

Each bidder agrees by the submission of his bid to complete the work in the base bid and subsequent bid alternates on or before June 30, 2023, provided that the Town issues a purchase order for said work by the end of business hours on Friday, May 19, 2023.

The successful bidder will be required to furnish a Performance and Payment Bond. Installation shall meet TDOT Standard Specifications for Road and Bridge Construction.

No bidder may withdraw his bid within thirty (30) days after the date of the opening thereof.

The work shall have a one-year warranty secured by a bond.

Bid opening will occur immediately at 10:00 am on the submission date. Any bids received after the scheduled submission deadline will be returned unopened to the bidder. Faxed bids will not be accepted. The Town of Greeneville does not discriminate on the basis of age, race, sex, color, national origin, religion, or disability in admission to, access to, or operation of its programs, services or activities, nor does it discriminate in its hiring or employment practices.

Copies of the Specifications and Contract Documents packet can be obtained by visiting the Town's bid portal at www.greenevilletn.gov and selecting the "Current Solicitations" link on the Finance Department page or by contacting Debbie Parks at 423-638-6152. The Town of Greeneville reserves the right to reject any and/or all proposals and to award the bid in any manner deemed to be in the best interest of the Town.

2023 GREENEVILLE RESURFACING PROGRAM

SECTION B: INSTRUCTION TO BIDDERS AND GENERAL & SPECIAL CONDITIONS

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures, or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
9. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Town of Greeneville, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the Town of Greeneville and the Vendor/Contractor (bidder) submitting such offering.
10. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.
11. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Town of Greeneville.
12. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection.
13. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address: Town of Greeneville, 200 N College St, Greeneville, TN 37745.

14. Subject to paragraph 12, the Contractor agrees to indemnify and hold harmless the Town of Greeneville as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Town of Greeneville in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Town of Greeneville.

In the event of any such suit or claim, the Contractor shall give the Town of Greeneville immediate notice thereof and shall provide all assistance required by the Town of Greeneville in the Town's defense. The Town shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Town of Greeneville in any legal matter.

15. A bid must be received by the Town Recorder's office on or before the date and hour designated for the bid opening or the bid will be rejected.

16. The town may reject any or all bids.

17. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

18. TAXES: Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

19. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

20. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract.

21. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

22. Prohibition of Illegal Immigrants: The requirements of T.C.A. § 12-3-309 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of

Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of T.C.A. § 12-3-309.

23. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations.

Special Terms & Conditions

1. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to the City prior to fabrication and/or installation.
2. Bid Offer Expiration: A minimum period of thirty (30) days from the bid closing date is required.
3. Delivery Time: The job shall start as soon as possible after receipt of an official purchase order and be completed not later than June 30, 2023 unless given written permission from the town for the base bid and/or subsequent bid alternate(s). Any alteration of the completion date shall be agreed upon by the City Manager and the contractor prior to the issuance of a purchase order or notice to proceed. It shall be expected that once work has commenced it shall continue uninterrupted, during normal working hours, until the project is completed unless prevented from doing so by matters recognizable by the town as being beyond the control of the vendor. Failure to complete the job within the specified timeframe may result in calling of the performance bond.
4. Warranty Period – Installation: The bidder shall provide a one-year labor and material warranty on all products installed.
5. Insurance Required: The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, their agents, representatives, employees, or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the Town of Greeneville as the certificate holder and must list the company name and address on file with the State. The Town of Greeneville shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the Town of Greeneville as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee, and Employer's Liability (E.L.) with the following limits:

E.L. Each Accident	\$500,000
E.L. Disease- Each Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the town with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the Town of Greeneville as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file with the City expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

6. Bid Rejection: The town reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the town.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

7. Single Award: A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid.
8. Award Criteria: An award shall be made to the lowest responsive and responsible bidder.

9. Subcontracting: The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the City. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.
10. Clean-up: Clean up shall be the responsibility of vendor/contractor. The vendor/contractor shall ensure that the work area is clean of nails, debris, etc. at the end of each day to ensure safety. The vendor/ contractor will clean up and haul away all debris when the work is completed.
11. Damages: If town/private property is damaged, stolen or lost as a result of vendor/contractor employees' negligence and that property must be repaired or replaced by the town, the expense for such work or replacement will be deducted from the monies due the contractor. In addition to the foregoing, the town reserves the right to pursue claims for damages through any and all legal remedies available to the town.
12. Inspection of Materials, Equipment and Products: All materials, equipment, products, and workmanship are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the town may seek damages.
13. Bid Price per Job: The bidder is required to state a price for the base bid and for each successive separate bid alternates, if applicable. Failure to comply without fully clarifying the price stated could result in rejection of the bid.
14. Iran Divestment Act: The requirements of TCA § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to TCA § 12-12-106.

2023 GREENEVILLE RESURFACING PROGRAM
SECTION C: GENERAL SPECIFICATIONS

1. Scope of Work:

A. Base Bid

The work described consists of furnishing all traffic control, associated vegetation matter removal, clearing, cleaning, tack coat, and any necessary incidental work required to install an asphalt overlay on the streets in the table listed below. The overlay shall be TDOT Item No. 411 Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY at a depth of 2.0-inches.

Street	From	To	Est. Area (s.y.)
CYPRESS ST.	CHESTNUT ST.	SEVIER AVE.	3,028.9
E. GROVE ST.	TUSCULUM BLVD.	JUNIPER ST.	3,545.0
HILLCREST DR.	SNAPPS FERRY RD.	TUSCULUM BLVD.	6,552.7
WOODSIDE DR.	MIMOSA DR.	--	3,860.6
CHESTNUT ST.	W SEVIER HTS.	CHERRY ST.	2,130.6
SEVIER AVE.	TUSCULUM BLVD.	JUNIPER ST.	3,087.0

B. Bid Alternate No. 1

The work described consists of furnishing all traffic control, associated vegetation matter removal, clearing, cleaning, tack coat, and any necessary incidental work required to install an asphalt overlay on the streets in the table listed below. The overlay shall be TDOT Item No. 411 Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY at a depth of 2.0-inches.

Street	From	To	Area (s.y.)
AVONDALE RD.	SNAPPS FERRY RD.	WOODSIDE DR.	1,121.7
RIDGEVIEW DR.	HILLCREST DR.	--	1,258.2
JUNIPER ST.	CHESTNUT ST.	CHERRY ST.	3,632.6
CHERRY ST.	E CHURCH ST.	JUNIPER ST.	4,892.4
SEVIER HEIGHTS	E CHURCH ST.	E GROVE ST.	3,094.1
WALNUT ST.	E BERNARD AVE.	JUNIPER ST.	659.9
SPARTA ST.	SNAPPS FERRY RD.	WOODSIDE DR.	1,109.7

C. Bid Alternate No. 2

The work described consists of furnishing all traffic control, associated vegetation matter removal, clearing, cleaning, tack coat, and any necessary incidental work required to install an asphalt overlay **and pavement markings** on the streets in the table listed below. The overlay shall be TDOT Item No. 411 Asphaltic Concrete Surface Mix (PG64-22) **Grading D RDWY** at a depth of 2.0-inches. The pavement

markings shall include all centerlines (6-inch), edge lines (6-inch), and stop lines necessary to meet minimum MUTCD standards.

Street	From	To	Area (s.y.)
ON/OFF RAMPS	E. ANDREW JOHNSON HWY	SNAPPS FERRY RO.	6,043.0

2. Quantities:

The quantities of work identified in the table(s) above are estimated and may vary with actual field applications. The contractor is responsible for verifying quantities to prepare their bid.

3. Specifications:

All work under this contract shall conform to these contract specifications and the applicable Sections of the latest edition of the *Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction*.

4. Preparation:

Paved surfaces on which the new surface is to be placed shall be swept and/or blown clean and dry and be free of loose foreign materials.

5. Aggregates

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Aggregate for Base Course: According to TDOT 903.05 for crushed stone Type A Base, Grade "D" Highway Standards
- C. Aggregate for Hot-Mix Asphalt Binder Course: According to TDOT Section 903.05 and 903.06 Highway Standards
- D. Aggregate for Hot-Mix Asphalt Surface or Wearing Course: According to TDOT Section 903.1 Highway Standards
- E. Mineral Filler: ASTM D 242, finely ground particles of limestone, hydrated lime, or other mineral dust, free of foreign matter.

6. Asphalt

- A. Asphalt Cement: Follow TDOT Standards.
- B. Primer: Homogeneous, medium curing, liquid asphalt.

C. Tack Coat: Homogeneous, medium curing, liquid asphalt.

D. Water: Potable.

7. Traffic Control

Traffic shall be directed through the project with such signs, barricades, devices, flagmen, and pilot vehicles, which shall conform to the latest edition of the *Manual of Uniform Traffic Control Devices*.

8. Safety

Safety precautions shall be used at all times during the progress of the work. As appropriate, workmen shall be furnished with hard hats, safety shoes, asbestos gloves, respirators, and any other safety apparel that will reduce the possibility of accidents. All Occupational Safety and Health Act requirements shall be observed.

9. Thermoplastic Pavement Marking

Thermoplastic Pavement marking shall be applied as indicated on the Scope of Work and shall comply with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and the latest edition of TDOT Standard Specifications for Road and Bridge Construction. Centerlines and edge lines shall be 6 inches in width.

10. Drainage

The contractor shall ensure that the work is performed so that no low spots or depressions remain that could allow water to stand on the roadway surface.

11. Utilities

Contractor/vendor is not responsible for the adjustment of utility caps, covers, or manholes but shall contact all affected local utility companies so the owner(s) of said utilities can make the necessary adjustments to their facilities.

12. Method of Payment

Upon completion and acceptance of work performed in accordance with the specifications, payment shall become due and payable on a lump sum basis. Payment shall constitute full compensation for furnishing, transporting, placing, shaping, compacting, and finishing the hot-mix asphalt and for all labor, tools, equipment, and incidentals necessary to complete the work in full accordance with the specifications.

2023 GREENEVILLE RESURFACING PROGRAM
SECTION D: PROPOSAL FORM

In compliance with your legal Notice to Bidders for the Town of Greeneville 2023 Resurfacing Program, the undersigned bidder, a corporation organized and existing under the laws of the State of Tennessee having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project. The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE OF ASPHALT OVERLAY WORK:

BASE BID:

_____ DOLLARS AND _____ CENTS

BID ALTERNATE NO. 1:

_____ DOLLARS AND _____ CENTS

BID ALTERNATE NO. 2:

_____ DOLLARS AND _____ CENTS

BIDDER understands that the Town reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of thirty (30) Days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: _____

Contractor's Name

Seal--if bid is by a corporation.

2023 GREENEVILLE RESURFACING PROGRAM

Section E: Contract

This AGREEMENT made this ____ day of _____, 2023 by and between the Town of Greeneville, Tennessee, hereinafter referred to as the "Town" and _____ hereinafter referred to as the "Contractor" witnesses that the Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as a 2" asphalt overlay on various streets.

2. Town Authority:

2.1. The Project has been initiated by the Town. The Town has the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

2.2. All materials, equipment, products, and workmanship are subject to inspection and testing by the Town. The contractor shall cooperate fully at all times. Items that do not meet specifications will be rejected. Failure to make an inspection opportunity available may be cause for rejection. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the Town may seek damages.

3. Contract Time:

3.1. The work will be substantially completed on or before June 30, 2023.

4. Contract Price:

4.1. Contractor's price includes all road preparation or any other items of work or costs incidental to or normally associated with the type of work in this contract. The Town shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds for the base bid and all accepted bid alternates, as follows:

\$ _____ (Base bid)

\$ _____ (Bid Alternate No. 1)

\$ _____ (Bid Alternate No. 2)

5. Payment Procedures:

5.1. The Contractor shall submit Application for payment at the completion of the work. The Application will be processed by the Town, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Town will make payment within thirty (30) calendar days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the Town to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor is familiar with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Town written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Town is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the project, consist of the following:

Cover Sheet

- A. Notice to Contractors (Advertisement for Bids)
- B. Instructions to Bidders and General & Special Conditions
- C. General Specifications
- D. Contractor's Proposal
- E. Contract
- F. Non-Collusion Affidavit of Prime Bidder
- G. Child Crime Affidavit
- H. Drug-Free Workplace Affidavit
- I. Prohibition of Illegal Immigrants Compliance Affidavit
- J. Iran Divestment Act Certification of Non-inclusion
- K. Title VI Compliance
- L. T.C.A. § 12-4-1 Certification of Non-engagement in Boycott of Israel

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified, or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

- 8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the Town and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Town and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Town of all the work therein.

Town of Greeneville

Contractor

By: _____

By: _____

Title: _____

Title: _____

(Seal)

(Seal)

Attest: _____

Attest: _____

Date: _____

Date: _____

Address for giving Notices:

Address for giving Notices:

Town of Greeneville
200 N. College St.
Greeneville, TN 37745

APPROVED AS TO FORM:

City Attorney

2023 GREENEVILLE RESURFACING PROGRAM
SECTION F: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Greeneville or any person interested in the proposed Contract; and

(5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____

**2023 GREENEVILLE RESURFACING PROGRAM
SECTION G: CHILD CRIME AFFIDAVIT**

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of

_____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____

**2023 GREENEVILLE RESURFACING PROGRAM
SECTION H: DRUG-FREE WORKPLACE AFFIDAVIT**

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and

(2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

(3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by TCA §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

Title _____

My Commission expires _____

2023 GREENEVILLE RESURFACING PROGRAM
SECTION I: PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT

The requirements of T.C.A. § 12-3-309 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of T.C.A. § 12-3-309. By submission of this bid, 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 the bidder is in compliance.

Vendor Name (Printed) _____

Address _____

By (Authorized Signature) _____

Date Executed _____

Printed Name and Title of Person Signing _____

Notary public:

Subscribed and sworn to me this _____ day of _____ 20__

My commission expires: _____

**2023 GREENEVILLE RESURFACING PROGRAM
SECTION J: IRAN DIVESTMENT ACT**

Certification of Non-inclusion

NOTICE: Pursuant to the Iran Divestment Act, TCA § 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. The State of Tennessee currently uses the following:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/list-of-persons-pursuant-to-tenn-code-iran-divestment/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY04.15.20.pdf

By submission of this bid, 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
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this ___ day of ___ 20__.

My commission expires: _____

2023 GREENEVILLE RESURFACING PROGRAM
SECTION K: TITLE VI COMPLIANCE

Assurance of Compliance under Title VI of the Civil Rights Act of 1964

Name of Bidder (hereby referred to as "The Bidder")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the **Town of Greeneville**, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the **City** and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the **City**.

BY ACCEPTING THIS ASSURANCE, the bidder agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized **City** personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the **City** shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the bidder, its successors, transferees, and assignees as long as it receives assistance from the **City**. In the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the bidder.

(Bidder)

By _____ Dated _____

_____ Address _____

(Title of Authorized Official) _____

2023 GREENEVILLE RESURFACING PROGRAM

SECTION L: T.C.A. § 12-4-1 CERTIFICATION OF NON-ENGAGEMENT I BOYCOTT OF ISRAEL

NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response 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 currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____