



INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids at the Murfreesboro Water & Sewer Department, 1725 S. Church St., Murfreesboro, Tennessee 37130-1139, telephone number (615) 893-1223. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 05/22/2017

BID TITLE: Water & Sewer Custodial Services

CITY CONTACT PERSON: Donald Hughes
Water Operations Manager
City of Murfreesboro
1725 S. Church St.
Murfreesboro, TN 37130

TELEPHONE NUMBER: (615) 893-1223

E-MAIL ADDRESS: dhughes@murfreesborotn.gov

MAIL BID RESPONSE IN SEALED ENVELOPE TO:

Water & Sewer Department
ATTN: Water & Sewer Custodial Services Bid
P.O. Box 1477
Murfreesboro, TN 37130-1139

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

BID OPENING DATE: 06/05/2017

BID OPENING TIME: 3:00 p.m., Central Standard Time (CST)

INSTRUCTIONS AND CONDITIONS

1.1. Submission to Murfreesboro City Manager's Office

The City is seeking bids for the provision of services set forth in the specifications. Sealed bids must be received by the City at the MWSD, 1725 S. Church St. Murfreesboro, Tennessee 37130-1139, by 3:00 p.m. local time on 06/05/2017, at which time the bids will be opened. Bids can also be mailed to the MWSD at: PO Box 1477, Murfreesboro, TN, 37130-1139.

1.2. Deadline, Late Responses

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received at the MWSD after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.3. Organization of Bid and Completeness

Please submit an original plus two (2) copies of the bid to the City Manager's Office at the address set forth in 1.1 above. All bids must be sealed and the envelope clearly marked with the bidder's name and the Sealed Bid Response Label attached below. Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

Each bid shall be organized in the same order as Section 3 of this Invitation to Bid. Any negative responses to these questions or failure to respond to these questions will permit the City to refuse to consider the bid.

Partial or incomplete bids may be a reason for rejection. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, typeover's, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4. Signature

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

1.5. Response to Terms and Conditions

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6. Additional Requirements

If necessary, the City may request one or more bidders to make an oral presentation to the City.

1.7. Completeness of Invitation to Bid ("ITB")

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders

to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

1.8. Bid Interpretation

Water Operations Manager Donald Hughes will be responsible for coordinating communications between the City and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including e-mails) will be accepted until two (2) days prior to the bid opening date. All questions regarding the ITB should be emailed to:

Donald Hughes
Water Operations Manager
Murfreesboro Water & Sewer Department
Murfreesboro, TN 37130-1139
Telephone: (615) 893-1223
Email: dhughes@murfreesborotn.gov

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.9. Discrepancies, Errors, and Omissions

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

1.10. Errors

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.11. Further Negotiation

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed in the best interest of the City.

1.12. Economy of Preparation

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

1.13. Subcontracting

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.14. Bid Modification

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason. Offerors are encouraged to register with **Vendor Registry** to insure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through Vendor Registry's website at:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration>

1.15. Tax Exempt

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Certificate in securing such materials.

1.16. Pricing.

The successful bidder shall provide in the bid price the cost for services rendered and the various components of equipment, including all parts, labor, accessories and any other standard equipment, necessary to provide the requested services as intended. Pricing for each line item shall be effective for one (1) year from date of bid award with two optional two-year extensions. If, in the bidder's opinion, additional equipment or services are necessary to provide the requested services, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in the ITB.

1.17. Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.18. Consideration of Bid

In addition to the price, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract;
- b. Whether the bidder can perform the contract and provide the service promptly;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. Janitorial services must be the owner's primary business.
- f. Compliance with specifications or the ITB;
- g. Utilization of the format set forth in Section 3 for submittal of a bid; and,

h. Bidder's past performance with the City.

1.19. Terms and Conditions

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding.

1.20. Withdrawal of Bid

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.21. Cost of Response

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.22. Contract

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.23. Contract Termination

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.24. Contract Modification

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.25. Replacement or Repair

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The City, at its option and in lieu of immediate termination, may request the awarded bidder correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

1.26. Expense of Legal Action

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.27. Governing Laws

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.28. Severability

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.29. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.30. Insurance.

Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Contractor shall name the City as an additional insured on the liability insurance policies and shall provide the City a copy of the endorsement. Contractor must notify City within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

1.31. Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.32. **City's Employment Practices.**

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.33. **Conflict of Interest**

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.34. **Ethical Standards**

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.35. **Breach of Ethical Standards**

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.36. **Payments**

Payments under the contract shall be made upon submittal of a monthly invoice after performance of the portion of the services which each payment represents.

1.37. **Contract Term**

The initial term of this contract shall be one year from the effective date of contract with two (2) two-year optional renewals.

1.38. **Codes & Regulation**

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. All City buildings are smoke-free facilities.

1.39. **Statutory Disqualification**

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

2. SCOPE OF PROJECT

2.1. *Purpose*

The purpose of this Invitation to Bid (ITB) is to solicit and select the most qualified bidder(s) to provide Cleaning Services for the Water & Sewer Department of the City of Murfreesboro.

2.2. *Project Roles and Responsibilities*

2.2.1. Murfreesboro Department Role and Responsibility

- Coordinate overall project management
- Attend required conference meetings as described in this ITB

2.2.2. Bidder's Role and Responsibility

- Name a Project Manager to meet with City as requested
- Meet with City representatives as necessary
- Perform other specific roles as required in this ITB

2.3. *Scope of Services*

1. To provide custodial services for the Water & Sewer Department. Prospective bidders must determine the actual size and scope of the job for bid purposes. The City of Murfreesboro may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the [local government] and contractor.
2. The facility administrator is charged with administrative duties and responsibilities to provide a safe, clean, and secure environment for employees and visitors while on City of Murfreesboro property.
3. The Water & Sewer Department will provide all expendable supplies (E.G., toilet tissue, hand towels, soap, plastic trash liners, light bulbs, ECT.). The contractor is to distribute and install expendable supplies.
4. The contractor shall supply all cleaning solutions/chemicals and operational equipment needed to perform janitorial duties (mops, brooms, mop buckets, buffers, vacuum cleaners (for hard surfaces and with brush for carpet, or any other equipment deemed necessary to perform the requirements of the contract.) Safety of the Contractor's employees is the responsibility of the Contractor, who shall ensure that the equipment utilized in the performance of the contract is both safe and operated in a safe manner. The contractor must supply all labor and supervision. The contractor is responsible for the supervision of contractor employees and at the frequency specified while performing services under this contract agreement.
5. All supervisors shall have a thorough knowledge of the various cleaning tasks, equipment, materials, and supplies to be used within the scope of this agreement. The contractor is

expected to accept responsibility and provide personal supervision for those persons employed by the contractor.

6. The contractor shall provide to the Administrator an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List must include full names, aliases, home addresses, home telephone numbers, copies of driver's licenses and social security cards. Changes to the list shall be reported, in writing, to the Administrator within one working day. Employees terminated by the Contractor shall be reported the same day, unless it is after hours, then the next business morning shall be acceptable, to the Administrator.
7. The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. A backup staffing plan shall be included in the work plan submitted to the City for evaluation. The City reserves the right to request additional backup staff as deemed necessary.
8. Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Violation of this requirement is cause for termination of the agreement.
9. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and the City. Closed-toe and heeled shoes shall be worn. Employees shall wear an identification badge with the employee's picture, name, and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement.
10. It is essential that custodial personnel be thoroughly instructed in locking doors, closing windows and securing areas. This includes decoding alarm systems when entering the building and resetting the alarm systems when leaving the building. Security alarm response fees assessed by law enforcement agencies for false alarms caused by Contractor's personnel shall be deducted from the Contractor's invoice.
11. Building locking and unlocking schedules shall be strictly followed. Once a building is locked, the Contractor's employees shall not open doors to allow any person(s) other than employees of the Contractor to enter. Security shall be maintained in the individual areas within the building during the work shift. Doors to unattended, locked rooms shall be kept locked during the shift except while being serviced. The Contractor's personnel shall be in the room or at the door when the room is unlocked.
12. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes, or floods, and take appropriate safety measures.

13. Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, and alcohol and/or illegal drugs. The use of tobacco products is not allowed in City buildings. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be terminated immediately from working in City facilities.
14. The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: radios, typewriters, copy machines, computers, terminals, telephones, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see the Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City Project Manager or placed in a secure designated spot within the City building(s) within twenty-four (24) hours.
15. The contractor shall employ at all times, the quantity and quality of supervision necessary for the effective and efficient management of cleaning operations. The contractor shall organize the cleaning schedules to minimize the work areas needing lighting at any one time during cleaning.
16. The contractor shall provide an estimated number of personnel per building, to perform to the specifications of this contract, estimated hours to be used per building to perform to the specification of this contract and a backup staffing plan to cover absenteeism, vacations, etc. In addition, the Contractor shall provide a list of the type and quantity of equipment to be used per building and a list of supplies and chemicals to be used in each building to perform the specifications of this contract.
17. Cleaning shall not start until thirty (30) minutes after the end of normal business hours as related to each facility. These times are subject to change under the direction of the Administrator.
18. The Contractor shall provide the Administrator with a monthly schedule showing the estimated number of hours, date to be accomplished, and tasks to be performed to accomplish the contract requirements.
19. In the event an evening meeting is being conducted in the facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 p.m. All cleaning shall be completed before the next normal business day.
20. The Contractor shall maintain a schedule for window cleaning, floor stripping, waxing, carpet cleaning and hot water extraction for the facility, and provide to the Administrator a copy of the monthly completed and scheduled work on the first workday of every month.
21. The contractor's supervisor shall maintain a nightly log showing deviations from the assigned work schedule, needed building repairs, when work assignments are not completed, and so forth.
22. The contractor shall provide for employee safety and accept responsibility for employee/personal injury during performance of services under this contract agreement.

23. The contractor is expected to emphasize safety during use of powered and non-powered equipment. In the event of property damage, the City will determine the extent and liability of the parties involved.
24. All contract/contractor personnel may be required to sign in and out at the job site with security and/or City representatives as designated by the facility administrators.
25. If property damage resulting from contractor negligence has to be repaired and/or replaced by the City of Murfreesboro the expense for such work shall be deducted from the monies due the contractor. The City reserves the right to pursue claims for damages through any and/or all legal means available to the City.
26. The City shall provide, without cost to the Contractor, janitorial closets or a designated place in each building. These areas shall be kept clean and neat by the Contractor at all times. Supplies shall be stored in their proper place when they arrive. Empty boxes, bottles, containers, etc. shall be discarded. Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space.
27. The City shall furnish all utilities to the Contractor at existing outlets. Any modifications to existing outlets for the Contractor's convenience shall be at the Contractor's expense. Prior written approval for any alteration shall be obtained from the Administrator. The Contractor's Project Manager shall arrange for the work to be done and the costs shall be charged to the Contractor.
28. The City telephone policy limits use of its telephone extensions on the City system to calls relating to City business. The Contractor shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be the responsibility of the Contractor.
29. Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Contractor shall name the City as an additional insured on the liability insurance policies and shall provide the City a copy of the endorsement. Contractor must notify City within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
30. The contractor shall pay for rekeying of locks if keys issued to the Contractor are lost.
31. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
32. The Administrator or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The Administrator shall also notify the Contractor of written complaint(s) received from building occupants. The Contractor shall be required to respond to any major problem(s) within two (2) hours, once notified by the Administrator or designee, or be charged a deduction.

33. The Administrator shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.
34. Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to toilets not cleaned, offices not cleaned, or trashed removed, etc. The Administrator shall have authority to classify a complaint as major or minor.
35. Minor problems require correction during the next day's normal clean up. However, a continuing record of minor complaints shall result in the deduction. Examples of minor problems include, but are not limited to, a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.
36. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. After three (3) occurrences of nonperformance, the city, at its discretion, may begin default proceedings.
37. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two (2) hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deduction or this counting towards the three occurrences. If the Contractor does not respond in one hour, the Contract Supervisor may exercise the City's right to terminate for default.
38. The Contractor shall provide a complete work schedule for weekly, monthly, and quarterly services for all facilities. Schedule shall include a set day for weekly facility inspections and monthly review meetings with Administrator.
39. The Contractor shall provide a schedule of all employees of the Contractor and the buildings to which they are assigned, along with the man-hours to perform the required work at each building.
40. The Contractor shall provide a copy of the Contractor's written safety program and signed list documenting safety training of all employees prior to the commencement of the contract.
41. Specification requirements as written are stated in general terms and in reference to building design, layout and/or condition. The lack and/or omission of detailed specifications does not minimize acceptable levels of service and only the best commercial practices are acceptable. Services as defined in the specifications as "Special Requirements" may be requested at the discretion of the facility administrator.
42. The City reserves the right to add facilities to the scope of work for this ITB if necessary. Changes must be approved by City Council.

SPECIFICATIONS:

Water & Sewer Department

1725 S Church Murfreesboro, TN 37130

Hours: 5:00 pm – 11:00 pm

Monday – Friday

Contact Person: Melissa Rowland

615-893-5210 ext.: 3205

Initial Clean:

Entrances, Lobby, Hallways, Offices, Conference Room, Desks, and Break Areas.

- All trash receptacles are to be emptied and trash removed to a collection point (trashcan liners are to be furnished by Client).
- Steam clean and thoroughly vacuum all area rugs and carpet, taking care to get into corners, along edges and beneath furniture.
- Clean and polish drinking fountains(s).
- Thoroughly dust and damp wipe all horizontal surfaces: window sills, equipment
- Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
- Remove fingerprints and marks from around light switches and doors and doorframes.
- Damp wipe telephones using disinfectant.
- Dust mop hard surface floors with a treated dust mop.
- Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- Damp wipe entrance metal and finger marks on entrance glass.
- Clean all partition glass.
- Accomplish all high dusting of light fixtures, air diffusers, and doorframes.
- Remove dust and cobwebs from ceiling fans.
- Dust mini blinds, and/or venetian blinds and/or vertical blinds.
- Inspect and pick up as needed, building entrance area.

Restrooms

- Wipe paper towel cabinet covers.
- Empty trash receptacles and sanitize (trashcan liners are to be furnished by Client).
- Clean and polish mirrors.
- Toilets and urinals to be cleaned and sanitized inside and out and wiped dry.
- Polish bright work.
- Scour and sanitize all basins.
- Dust partitions, tops of mirrors and frames.
- Remove fingerprints and marks from stall doors and partitions.
- Remove splash marks from walls and around basins.
- Mop and rinse restroom floors with a disinfectant.

Strip & Wax

Strip all hard surface floors of existing wax/sealer taking care to get into corners, along edges, and beneath furniture.

- Rinse, reseal and refinish all tile floors.
- Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, or disfigured or damaged during these operations.
- Client will be responsible of removal of all furniture and other materials, if necessary.

Ceramic Scrub (restroom)

- Machine scrub ceramic and vinyl floors, taking care to get into corners and along edges.
- Care should be exercised so that baseboards, walls, and furniture should not be splashed, marred, or disfigured or damaged during these operations.

Nightly Cleaning Schedule:

Entrances, Lobby, Hallways, Offices, Conference Room, Desks, and Break Areas.

- All trash receptacles are to be emptied and trash removed to a collection point (Liners to be furnished by client).
- Vacuum area rugs
- Clean and polish drinking fountain(s).
- Thoroughly dust all horizontal surfaces including desk tops, files, window sills, chairs, tables, pictures, and all manner of furnishings.
- Damp wipe all horizontal surfaces and sinks to remove coffee rings and spillage as needed.
- Dust telephones.
- Dust mop hard surface floors with a treated dust mop.
- Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- Damp wipe entrance metal and finger prints on entrance glass.
- Spot clean partition glass.
- Inspect and pick up building entrance area, as needed.
- Clean all glass doors
- Thoroughly vacuum and spot clean all carpet and area rugs, taking care getting into corners, along edges and beneath furniture.
- Refill soap dispensers and paper dispensers properly. Clean and disinfect sinks, floor sinks, counters, appliances, cabinets, exterior, tables and chairs.
- Coffee machines should be turned off, empty all coffee pots and filters. Wash and wipe off all burners, pots and filters. Return all pots and filters to coffee maker after they have been cleaned and wiped down.

Restrooms (including restrooms in / out buildings)

- Stock towels, tissue and hand soap (to be furnished by client).
- Empty sanitary napkin receptacle and wipe with a disinfectant.
- Empty trash receptacles and wipe if needed.
- Clean and polish mirrors.
- Wipe towel cabinet covers.
- Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
- Toilet seats to be clean on both sides using a disinfectant and wiped dry.
- Scour and sanitize all basins. Polish bright.

- Dust partitions, top of mirrors and frames.
- Remove splash marks from walls and around basins.
- Mop and rinse restroom floors with a disinfectant.

Weekly Cleaning:

- Dust all vertical surfaces of desk, file cabinets, chairs, tables and all office furniture.
- Thoroughly mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- **Restroom Floor** – All surface litter such as paper, tape, towels, etc., shall be removed before scrubbing. Apply the appropriate cleaning solution and allow it to stand for about 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.
- **Shower Floors and Shower Walls** – All surface litter such as paper, tape, towels, etc., shall be removed before scrubbing. Wash shower walls and floors using an approved germicidal cleaner. Clean the shower drains. After washing, the walls and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance

Monthly Cleaning:

- Complete all high dusting not reached in the above-mentioned cleaning.
- Remove fingerprints and marks from around light switches and door frames.
- Damp wipe telephones using a disinfectant.
- Vacuum all upholstered furniture.
- Clean glass inside Windows
- **Horizontal Blinds** – Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.
- **Buff floors**-Main building: foyer, breakroom, all hallways, conference room, Warehouse: breakroom, and Meter Reading Facility: All area except offices.

Quarterly Cleaning:

- Clean glass on outside windows
- Shampoo and clean all carpets

Semi-annual cleaning:

- Strip all hard surface floors of existing wax/sealer taking care to get into corners, along edges, and beneath furniture
- Wax and buff floors
- Wipe down all baseboards

Location: Water & Sewer Department

220 NW Broad St, Murfreesboro, TN 37130

&

300 NW Broad St, Murfreesboro, TN 37130

Hours: 5:00 pm – 11:00 pm

Monday – Friday

Contact Person: Valerie Smith

615-893-5210 ext.: 3101

Initial Clean:

Entrances, Lobby, Hallways, Offices, Conference Room, Desks, and Break Areas.

- All trash receptacles are to be emptied and trash removed to a collection point (trashcan liners are to be furnished by Client).
- Steam clean and thoroughly vacuum all area rugs and carpet, taking care to get into corners, along edges and beneath furniture that is moved.
- Clean and polish drinking fountains(s) and kitchen sink.
- Thoroughly dust and damp wipe all horizontal surfaces:
 - a. Window sills
 - b. Equipment
- Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
- Remove fingerprints and marks from around light switches and doors and doorframes.
- Damp wipe telephones using disinfectant.
- Strip, wax and buff hard surface floors, taking care to get into corners, along edges and beneath furniture.
- Damp wipe entrance metal and finger marks on entrance glass.
- Clean all partition glass and windows (inside)
- Damp wipe all window sills/ledges
- Accomplish all high dusting of light fixtures, air diffusers, and doorframes.
- Remove dust and cobwebs from ceiling fans.
- Dust mini blinds, and/or venetian blinds and/or vertical blinds.
- Inspect and pick up as needed, building entrance area.

Restrooms

- Wipe paper towel cabinet covers.
- Empty trash receptacles and sanitize (trashcan liners are to be furnished by Client).
- Clean and polish mirrors.
- Toilets and urinals to be cleaned and sanitized inside and out and wiped dry.
- Polish bright work.
- Scour and sanitize all basins.
- Dust partitions, tops of mirrors and frames.
- Remove fingerprints and marks from stall doors and partitions.
- Remove splash marks from walls and around basins.
- Strip, wax and buff restroom floors.

Strip & Wax (Semi-Annually after Initial Clean)

- Strip all hard surface floors of existing wax/sealer taking care to get into corners, along edges, and beneath furniture.

- Rinse, reseal and refinish all tile floors.
- Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, or disfigured or damaged during these operations.
- Client will be responsible of removal of all furniture and other materials, if necessary.

Ceramic Scrub (Restroom) (Semi-Annually after Initial Clean)

- Machine scrub ceramic and vinyl floors, taking care to get into corners and along edges.
- Care should be exercised so that baseboards, walls, and furniture should not be splashed, marred, or disfigured or damaged during these operations.

Carpet Cleaning (Semi-Annually after Initial Clean)

- Steam clean and thoroughly vacuum all area rugs and carpet, taking care to get into corners, along edges and beneath furniture that is moved

Nightly Cleaning Schedule:

Entrances, Lobby, Hallways, Offices, Conference Room, Desks, and Break Areas.

- All trash receptacles are to be emptied and trash removed to a collection point (Liners to be furnished by client).
- Vacuum area rugs and carpet.
- Clean and polish drinking fountain(s)
- Thoroughly dust all horizontal surfaces including desk tops, files, window sills, chairs, tables, pictures, and all manner of furnishings.
- Damp wipe all horizontal surfaces and sinks to remove coffee rings and spillage as needed.
- Dust telephones.
- Dust mop hard surface floors with a treated dust mop.
- Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- Damp wipe entrance metal and finger prints on entrance glass.
- Spot clean partition glass.
- Inspect and pick up, as needed, building entrance area.
- Glass Front Door & Breakroom, Breezeway

Restrooms

- Stock towels, tissue and hand soap (to be furnished by client).
- Empty sanitary napkin receptacle and wipe with a disinfectant.
- Empty trash receptacles and wipe if needed.
- Clean and polish mirrors.
- Wipe towel cabinet covers.
- Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
- Toilet seats to be clean on both sides using a disinfectant and wiped dry.
- Scour and sanitize all basins. Polish bright.
- Dust partitions, top of mirrors and frames.
- Remove splash marks from walls and around basins.
- Mop and rinse restroom floors with a disinfectant.

Weekly Cleaning:

- Dust all vertical surfaces of desk, file cabinets, chairs, tables and all office furniture.

- Thoroughly vacuum all area rugs and carpet, taking care getting into corners, along edges and beneath furniture.
- Thoroughly mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- Remove fingerprints and marks from around light switches and doors and doorframes.

Monthly Cleaning:

- Complete all high dusting not reached in the above-mentioned cleaning.
- Damp wipe telephones using a disinfectant.
- Vacuum all upholstered furniture.
- Inside Windows

Quarterly Cleaning:

- Outside Windows

Semi-annual cleaning:

- Strip all hard surface floors of existing wax/sealer taking care to get into corners, along edges, and beneath furniture
- Shampoo and clean all carpets
- Wax and buff floors
- Wipe down all baseboards

3. BID AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be organized in the manner specified below and contain all specified information.

Bids shall not exceed twenty-five (25) pages in length (excluding title pages, table of contents, resumes or dividers). Information in excess of those allowed will not be evaluated / scored. One page shall be interpreted as one side of single lined, typed, 8½" x 11" piece of paper.

3.1. Title Page

Show the name of your firm, address, and telephone number, name of contact person and title, and date.

3.2. Table of Contents

Clearly identify material by section and page number.

3.3. Experience

Detail your experience - minimum one (1) year in janitorial and or custodial operations and business. References: minimum of three (3) current contracts of approximate size and scope in effect with satisfactory/ exceptional performance and service. The examples of your work should be similar to the work identified by the City in terms of scope and function.

3.4. References

Please provide contact information for the experience attached below, including name, title and telephone number for the representative of the organizations or firms for which you performed similar duties.

3.5. Cost

Please see pricing sheet below.

4. EVALUATION

4.1. Bid Evaluation.

Each bid will be evaluated based on the following criteria:

- a. *Bidder's Compliance.* The City will evaluate bids for compliance and completeness.
- b. *Experience.* The City will evaluate the overall experience of the bidder.
- c. *Proposed Schedule.* The City will evaluate the proposed schedule for compliance with the ITB. The bid shall state whether or not existing contractual commitments of similar scope and priority are likely to have a negative impact on the bidder's ability to service this contract.
- d. *Staffing.* The City will evaluate the proposed project team's experience and qualifications for providing the services described in this ITB, including the ability to provide service and technical support.
- e. *Costs and Terms.* The City will evaluate whether the proposed costs and terms are, in the City's judgment, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected.
- f. *Other.* Any other information that the City deems relevant and material in evaluating the bidders.
- g. The Janitorial Services should be the owner's primary business.

It is estimated that the City evaluation will result in a recommendation of an award of contract to the City Council within thirty (30) calendar days.

The specifications described in this ITB are designed to establish a minimum level of quality and are not meant to preclude equipment manufactured of equal or better quality.

It shall be the Contractor's responsibility to verify all cleanable sq. ft. per facility.

The City reserves the right to add facilities to the scope of work for this ITB.

**PURCHASING DEPARTMENT
BID FORM**

You are invited to bid on the following:

Title: Water & Sewer Custodial Services

INSTRUCTIONS:

Provide the most competitive price in the appropriate column(s) for the item(s) as indicated below. Any additional information should be provided on company letterhead. Any additional information should be provided on company letterhead. Please specify monthly charge for each facility. List "strip & wax floor" as a separate charge. All prices quoted shall remain firm for period of 365 calendar days after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.

ITEM NO.	QUANTITY (ESTIMATED)	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Section 1 – 1725 S. Church Street	\$_____ / mo.	\$_____
		Strip & Wax Floor (2x / yr.)	\$_____ / ea.	
		Section 2 – 300 NW Broad Street	\$_____ / mo.	\$_____
		Strip & Wax Floor (2x / yr.)	\$_____ / ea.	
		Section 3 – 220 NW Broad Street	\$_____ / mo.	\$_____
		Strip & Wax Floor (2x / yr.)	\$_____ / ea.	

GRAND TOTAL: _____

NOTE: All prices quoted shall remain firm for period of 365 calendar days after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.
Water & Sewer Dept.

Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB submittal. The label will facilitate the City Manager’s Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED QUOTE ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

**Murfreesboro Water & Sewer Department
Attn: Water & Sewer Custodial Services Bid
P.O. Box 1477
Murfreesboro, TN 37130**

Solicitation No: ITB-44-2017

Solicitation Title: Water & Sewer Custodial Services

Solicitation Due Date & Time (CST): June 5, 2017 by 3:00 p.m.

Iran Divestment Act

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 a person included within the list created pursuant to T.C.A. §12-12-106.

Signature: _____ Date: _____

Title: _____

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years.

1 CUSTOMER NAME: _____

ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

CONTRACT AMOUNT: \$ _____

2 CUSTOMER NAME: _____

ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

CONTRAT AMOUNT: \$ _____

3 CUSTOMER NAME: _____

ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

CONTRACT AMOUNT: \$ _____

My company has been in this type of business for _____ years

State License Number: _____

Expires: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
 :
County of _____)

_____, being first duly sworn, deposes and says that;

- (1) The undersigned is the (owner, partner, officer, representative, or agent) of _____, the bidder submitting the attached bid.
- (2) Bidder 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 bidding 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, or, to fix any overhead, profit or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;
- (5) The price or prices quoted in the 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 agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title) _____

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Name of Bidder

Printed Name and Title of Principal Officer

Signature by Principal Officer

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: _____

ADDRESS:

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print / type name as signed above): _____

DATE: _____

**ATTACHMENT A
SAMPLE CONTRACT
CONTRACT BETWEEN
CITY OF MURFREESBORO WATER AND SEWER DEPARTMENT
AND
[INSERT CONTRACTOR NAME]**

This contract is entered into on this [INSERT DATE], by and between **THE CITY OF MURFREESBORO WATER AND SEWER DEPARTMENT**, a municipal corporation of the State of Tennessee ("City") and **[INSERT CONTRACTOR NAME], [INSERT TYPE OF ENTITY]** of the State of ("Contractor"). This contract consists of the following documents:

- *Invitation to Bid issued* _____
- *Bid Specifications issued* _____
- *Contractor's Bid Response dated* _____
- *This Contract* _____

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

- *Any properly executed amendment or change order to this contract (most recent with first priority)*
- *This Contract*
- *Invitation to Bid and Bid Specifications*
- *Contractor's Bid Response*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the services as set forth in the attached Bid Form and Specifications.
2. **Term.** Pricing shall be firm July 1, 2017 through June 30, 2018 with the option to renew for up to two additional two-year terms. City is not subject to sales tax.
3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of _____.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
7. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
16. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
- 16.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 16.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 16.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
17. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
18. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF THE CITY MANAGER, CITY OF MURFREESBORO, P.O. BOX 1139, MURFREESBORO, TENNESSEE 37130-1139.
19. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
20. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.

21. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
22. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
23. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
24. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

24.1. Notices to City shall be sent to:

Department: Murfreesboro Water and Sewer Department
Attention: Director
Address: P.O. Box 1477
 Murfreesboro, TN 37130-1139

24.2. Notices to Contractor shall be sent to:

Contractor: [INSERT CORRECT INFORMATION]
Attention:
Address:

25. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

CONTRACTOR NAME
[TYPE IN THE NAME OF THE
COMPANY]
SAMPLE CONTRACT DO NOT SIGN

By: _____
 Shane McFarland, Mayor

By: _____ OF SIGNING
 [INSERT NAME and TITLE OF
 AUTHORITY FOR CONTRACTOR]

Approved as to form:

Craig Tindall, City Attorney