

**INVITATION TO BID  
FOR  
Frosty Morn - 24/7/365 Security**

**CITY OF CLARKSVILLE, TENNESSEE**

**JOE PITTS, MAYOR**

**John Hilborn, City Project Manager  
Brandon Sather, Project Coordinator**



**PREPARED BY  
Brandon Sather, Project Coordinator  
1 Public Square  
CLARKSVILLE, TN. 37040**

April 2024

Set No. \_\_\_\_\_

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## INVITATION TO BID

Sealed bids addressed to the Purchasing Supervisor, Clarksville, Tennessee, for **"Frosty Morn 24/7/365 Security"** will be received by the City of Clarksville until **2:30 p.m. on May 10, 2024** at the Purchasing Office, 1 Public Square, Suite 301 Clarksville, Tennessee, 37040, at which time and place they will be publicly opened and read. Late, faxed or emailed bids will not be accepted. The official time clock is on the wall in the Purchasing Department. The bid opening will take place via Google Meets. Those wishing to view the bid opening will need to contact the Purchasing Department at [purchasing@cityofclarksville.com](mailto:purchasing@cityofclarksville.com) to request the calendar link. It is suggested that vendors download the Google Meets app from your app store in order to get the best results for the viewing.

All bids are to be returned by sealed envelope with the following information clearly marked on the outside of the envelope:

1. Name of vendor
2. Bid number
3. Date and time of bid opening

No bids may be withdrawn for a period of ninety (90) days after bids have been opened.

The City of Clarksville reserves the right, as its interests may require to reject any and/or all bids and to waive informalities therein.

For additional information please contact John Hilborn at [john.hilborn@cityofclarksville.com](mailto:john.hilborn@cityofclarksville.com) or Brandon Sather at [brandon.sather@cityofclarksville.com](mailto:brandon.sather@cityofclarksville.com).

There will be a **non-mandatory pre-bid meeting that will take place at 9:00 a.m. on May 1, 2024** at the **Frosty Morn building** , located at **625 Frosty Morn Drive Clarksville, TN 37040**. Interested parties are encouraged to attend this meeting.

**NONDISCRIMINATION:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA/FHWA/DOT may issue.

Attached you will find a Drug-Free Workplace Affidavit, an Attestation of Illegal Aliens form, an Iran Divestment Act Certification, a Non-Boycott of Israel Affidavit and a copy of the City's Contractor's Safety Program. All must be filled out, signed and returned with your bid. Failure to do so shall result in your bid being rejected. **ABSOLUTELY NO EXCEPTIONS.**

Each bidder must submit a signed Conflict of Interest form with each and every bid on all bids with the City of Clarksville at the time of that party's submission of the bid. In those cases where bids are opened by the City and the apparent low bidder for which the bid would be awarded has not done so, the City will notify that bidder that the signed Conflict of Interest form was not submitted, but that the submission of the form within two working days after the City's notification, oral or written, of the failure to submit the form, will allow the City to further consider the bid in accordance with all other applicable rules and practices. The City will not be responsible for the bidder's loss of the bid opportunity if the bidder cannot be reached by the City's best effort for contact.

The City is not responsible for mail that is not delivered in a timely manner by the United States Postal Service, any delivery service (i.e. UPS, FedEx, etc.) or emails that are sent by the City that end up in a vendor's spam or junk mail.

All bids/proposals must be returned by the date and time specified to 1 Public Square, Suite 301, Clarksville, TN. Completed sealed responses shall be in the hands of the Purchasing Department personnel by the date and time specified or it will be considered late. It is the vendor's responsibility to ensure that their bid/proposal complies with all requirements and is received by the Purchasing Department prior to the date and time of the official opening. The official time clock is on the wall in the Purchasing Department.

The City will not award a bid, proposal, contract, etc. to any vendor that is in arrears to the City on a debt, contract, or judgment or who is otherwise in default to the City.

More than one bid/proposal for the same work/product from an individual or entity under the same or different names will not be considered and shall result in rejection of all bids/proposals in which that bidder has an interest. Alternate bids will not be considered unless specifically called for in the bid/proposal.

The City of Clarksville's payment terms are net 30. We will not pay for any goods or services in advance of receipt and inspection. If you are unable to comply with these terms, we require that you not place a bid. Any bid or request for proposals not accepting these terms will be considered non-responsive and not acceptable.

TCA 12-4-113 prohibits addenda to bid documents within less than 48 hours of a bid opening, and to require that questions concerning bid documents must be received no less than 96 hours before the bid opening date excluding weekends and legal holidays. All questions shall be in writing to the contact name provided. This shall not apply to the department of transportation contracts or any state or local agency contracts funded in whole or in part with state or federal highway funds. It is the responsibility of the vendor to check with the City to see if any addenda have been issued.

The City reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The City may also reject the bid of any bidder if the City believes that it would not be in the best interest of the project/bid to make an award to that bidder. The City also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract

terms with the successful bidder. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

All purchases competitively bid shall be awarded to the lowest and best bidder taking into consideration performance on prior projects, projected timeline of any deliverables and/or the quantities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the city, and the delivery terms.

CITY OF CLARKSVILLE

A handwritten signature in cursive script that reads "Camille Thomas". The signature is written in black ink and is positioned above a horizontal line.

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Camille Thomas  
Purchasing Director

## INSTRUCTIONS TO BIDDERS

<b>DESCRIPTION OF WORK: Frosty Morn - 24/7/365 Security</b>
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**VENDOR RESPONSIBILITY:** Bidders shall examine the bid documents and the proposed sites to ascertain the nature of work and obtain the knowledge of existing general and local conditions which may affect the work or cost thereof. Failure to take such steps shall not relieve bidders from responsibility for the difficulty or cost of successfully performing the work.

Bidders agree that they fully understand their obligation and that they will not make any claim for or have right to cancellation or relief from the contract (bid) because of any misunderstanding or lack of information.

Vendors shall not contact any City employee, City Council member or the City Mayor after the bid results have been publicly read. If the City desires further clarification, we will contact vendors ourselves.

No verbal agreement or conversation with any officer, agent or employee of the City either before or after the award of this bid shall affect or modify any of the terms or obligations contained or to be contained in this contract. Any such verbal agreements or conversations shall be considered as unofficial information and in no way binding upon the City or the vendor.

**VENDOR QUALIFICATION:** The City reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary or to request samples of the product being bid for inspection.

**REJECTION OF BIDS:** The City of Clarksville reserves the right; to reject bids of any bidder who does not meet the qualifications of having adequate capital, equipment, and organization to undertake the work; to reject bids that contain any omissions, alteration, condition, or limitation, or that show any other irregularity of any kind; to accept any bid, whether or not the lowest, or to reject any or all bids as the interest of the Clarksville Mayor and City Council may appear to require.

**EXTRA WORK:** Any departure from the original contract shall be made as provided in the General Conditions (if any).

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the specifications, they may submit to the contact person listed a written request for an interpretation thereof. Any interpretation of the bid shall be made only by addenda duly issued and mailed or emailed to each person receiving a set of such documents.

**WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid in person or by telegraphic or written request at any time prior to the scheduled time for closing the receipt of bids. Withdrawals after the scheduled time for closing the receipt of bids shall not be permitted for a period of ninety (90) days.

**WORKING SCHEDULE:** Work for the **Frosty Morn 24/7/365 Security**, if awarded, is expected to begin approximately 1 June 2024 and is expected to be continuous for a period of 3 years, but is not guaranteed for a three year duration. The City will reserve the right to give 30 days notice of cancellation at any time. At the end of three years the City will reserve the right to continue the contract up to two additional years at the same terms, conditions and pricing.

**ADDITIONAL WORK:** Should the vendor, in making his bid, find anything necessary for the performance of the scope of work that is not mentioned in the specifications, he shall notify the contact person listed so that such items may be included. Should the vendor fail to notify the contact person listed of any items, it shall be assumed that his bid includes everything necessary for complete construction.

**SUBSTITUTIONS:** Bidders are cautioned not to deviate from the bid specifications unless alternate product submittals are approved by the City in advance of bidding.

**LEGAL REQUIREMENTS:** Governing law shall be Tennessee and venue shall be in Montgomery County, Tennessee without regard to conflict of laws provisions;

**DEFAULT OF VENDOR:** In case of default by the vendor (e.g., failure to complete within the specified time, failure to provide goods in conformance with the purchase order or contract, etc.), the City may by written notice in accordance with the terms of the contract, cancel the contract and purchase substitute goods or services from another source. In that event, the City may recover any excess costs from the vendor. Excess costs are defined as the difference between the price stated in the contract and the actual cost incurred by the City, including but not limited to re-procurement costs. In addition, the City may exercise any additional remedies specified in the contract and/or which are available at law or in equity.

**INSURANCE REQUIREMENTS:** Insurance requirements are listed on Exhibit A. The City of Clarksville must be listed as an additional insured.

**PROTEST PROCEDURES:** WHEN QUESTIONS OR PROTESTS REGARDING PROCUREMENTS ARE AT ISSUE, THE FOLLOWING PROCEDURES WILL BE ADHERED TO BY THE CITY OF CLARKSVILLE:

Any protest or objection to the procurement award process shall be submitted for resolution to the Purchasing Director for the City of Clarksville. Each protest shall be made in writing, mailed or hand delivered to the City, c/o the Purchasing Director and supported by sufficient factual information to enable the protest to be considered. A protesting party shall be deemed to waive any grounds or facts that are not expressly set forth in the written protest. Faxed or emailed protests will not be considered. A protest or objection will not be considered by the City if it is insufficiently supported or if it is not received within the specified time limits.

The signature of the protesting party, or its representative on any document submitted during the protest procedure constitutes a certificate by the signer that the signer and the business entity or organization submitting the document or bid protest, has read such document, and that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, as stated in the document or bid protest, is well grounded in fact, is warranted by existing law or a

good faith argument for the modification or reversal of the subject procurement decision(s), and that it is not submitted for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the bid protest. If a document is signed in violation of these requirements, the City may, to the extent permitted by law, retain the bond, seek sanctions or damages against either the person who signed the protest, or the business entity or organization who submitted the document or bid protest, or both. These sanctions may include all reasonable expenses, including attorneys' fees incurred, because of the filing of the bid protest.

Protests arising after the opening of bids and prior to award (pre-award) of the contract/bid and based upon grounds that were known or should have been known shall be submitted in writing to the Purchasing Director for the City within five (5) calendar days of the bid/proposal opening. Protests received after the five (5) calendar days shall not be considered. The Purchasing Director shall present the protest to the Protest Review Board for a decision and the decision of the Protest Review Board shall be final.

Protests after the award of a contract (post-award) and based upon grounds that were known or should have been known shall be filed in writing with the Purchasing Director within five (5) calendar days of the notice to award the contract/bid. Protests received after the five (5) calendar days shall not be considered. The protest shall be brought before the Protest Review Board for resolution. The decision by the Protest Review Board shall be final and no further appeals will be considered by the City. It is the vendor's responsibility to contact the Purchasing Department to obtain the bid results.

A party wishing to file a protest shall post a protest bond in the amount of 2% of the lowest total cost bid / proposal received or a minimum of \$2,500.00, **whichever is greater**, by the city at the time of filing a notice of protest with the City of Clarksville Purchasing Director. Protest bonds shall be in the form of a cashier's or certified check made payable to the City of Clarksville. If the Protest Review Board upholds the protest, the bond shall be returned to the filing party. If the protest is denied, the bond shall be retained by the City of Clarksville to recover the city's administrative costs, to include our expert witnesses and / or attorney's fees associated with the bid protest.

The Protest Review Board shall review all protests within fourteen (14) calendar days from the date the protest is received by the Purchasing Department, except the time period may be extended by agreement between the city and the protesting party. The protesting party shall be notified of the date, time and location of the hearing so that the protesting party may attend to present their case.

The decision of the Protest Review Board shall be final for all protests and no further appeals will be considered by the City. The Protest Review Board shall consist of three Department Heads chosen at random, excluding any department heads whose department initiated the bid / proposal. The Department Head for the department who initiated the bid / proposal request and / or the Purchasing Director for the City, and the City Chief Financial Officer or his / her designee, along with any City in-house or retained engineer(s), architect(s) or project manager(s) may be heard and may present evidence to the Protest Review Board in addition to representatives or witnesses for the protesting party.



In those cases where delaying the bid award process would endanger the health and safety of the residents of the City of Clarksville, cause additional and/or extensive damage to City property or public infrastructure, or would adversely affect City programs, the City of Clarksville reserves the right to proceed with the award process.

**NO BID:** If unable to submit a bid, please fill out, sign and return the Statement of No Bid sheet. To ensure inclusion on future bids, vendors are asked to submit this Statement of No Bid in lieu of no submission.

**AWARD:** Award shall be made to the vendor who best meets the requirements of this Invitation to Bid considering responsibility, responsiveness and total price.

**PAYMENT TERMS-** The City of Clarksville's payment terms are Net 30 days from the date of a City approved invoice or pay application.

**BID PRICE**

TO: **CITY OF CLARKSVILLE**  
**CLARKSVILLE, TENNESSEE**

I/WE \_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

The undersigned, as bidder, has carefully examined the specifications covering the **Frosty Morn - 24/7/365 Security** for Clarksville, Tennessee, has made a personal examination of the proposed work and made such investigations as are necessary to inform himself in all details affecting the performance of the work bid upon. The bidder proposes and agrees, if his bid is accepted, that he shall contract with the City of Clarksville, Tennessee to provide all necessary materials included in this bid. It is understood that the prices submitted herewith are for the complete item bid. **Price shall include all labor, materials and anything else to perform the work.**

Fixed Monthly rate for 3 years: \_\_\_\_\_

Hourly Rate for additionally requested officers \_\_\_\_\_

The undersigned, as bidder, hereby declares that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respect fair and in good faith without collusion or fraud.

Receipt of the following listed addenda are acknowledged. (Please list Addendum No. and Initial)

--

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids. The final payment for all unit price bid items will be based on actual quantities determined as provided in the contract documents.

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

**Pre-Bid Meeting Attendance and Contractor Acknowledgement:**

Bidding contractor attendance to the owner's or architect's/engineer's designated pre-bid meeting and/or site visit is considered highly recommended but is not mandatory for allowance to submit a valid bid for this project. However, **with the submission of a bid for this project, the bidding contractor hereby acknowledges they have, in so much as reasonably possible, adequately visited the project site, familiarized themselves with the visibly available site conditions and limitations, and claim no objections to the existing site conditions, limitations, or proposed project modifications for the purposes of fully completing all work specified for this project, except for same bidding contractor's written objections/concerns that are duly submitted openly to the appropriate bidding administrator/manager during the allotted question and answer period of the project bidding phase, AND noted below herein.** Bidding contractor also hereby agrees that failure on their part to acknowledge any reasonably visible site limitations affecting the same bidding contractor's bid, schedule, and/or performance of the work prior to submission of a bid will: (1) warrant possible rejection of any future change in site condition claims of bidding contractor at the sole discretion of the project design professional or their duly qualified owner authorized representative; (2) be grounds for disqualification of the submitted bid, pending the nature of the bidding contractor's stated objections or limitations that are considered at the sole discretion of the project architect or engineer of record to be too restrictive for the purposes of completing the project objectives or scope of work specified in the contract and bidding documents.

Contractor hereby acknowledges the following identified limitations or potential changes in site conditions that may affect bidding contractor's project cost, schedule, or otherwise affect bidding contractor's ability to complete objectives as defined and specified in the contract documents for this project. Conditions deemed Acts of God negatively affecting site conditions not in the control of the bidding contractor are exempt from this pre-bid certification, unless later deemed otherwise valid and inclusive by legal interpretation of court of competent jurisdiction as defined in the contract documents.

Contractor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Signed By: (Print) \_\_\_\_\_

Date Signed: \_\_\_\_\_



## Exhibit A

# City of Clarksville

## CONTRACTORS AND VENDOR INSURANCE REQUIREMENTS

### Frosty Morn - 24/7/365 Security

Unless otherwise agreed to in writing, the contractors or vendor shall, at its sole expense, maintain in effect at all times during the performance of work and completed operations, insurance coverage with limits, not less than those set forth below with insurance and policy forms satisfactory to the City of Clarksville. The insurance companies must have A.M Best rating of at least A-VII or better. Contractor or Vendor shall cause its subcontractors at the jobsite or premise to obtain and maintain insurance policies to protect the City of Clarksville in accordance with the same insurance requirements. All insurance provided by the Contractor or Vendor and its subcontractors shall be primary and any similar insurance maintained by City of Clarksville shall be excess thereof and not contributory with Contractor's or its subcontractor's insurance. City of Clarksville shall be given (30) days written notice in the event of cancellation, non-renewal or material alteration of any policy. All insurance other than for Workers' Compensation and Employer liability provided by Contractor shall name City of Clarksville and its subsidiaries and affiliates as an "additional insured". All Workers' Compensation and Employer Liability Insurance shall expressly provide that all rights of subrogation, where permitted by law, are waived.

### **Minimum Coverage**

All contracts for work on behalf of the City of Clarksville must contain the following minimum coverage; however, such limits shall not limit Contactor or Vendor's liability hereunder.

#### **A. Workers' Compensation and Employers' Liability**

- a. Coverage "A" – Statutory coverage in all states, including all areas involved in operations covered under this contract/work order.
- b. Coverage "B" – Employer's Liability
  - i. Limit \$500,000 each accident
  - ii. Limit \$500,000 bodily injury by disease ( policy limit)
  - iii. Limit \$500,000 bodily injury by disease (each person)
- c. Waiver of Subrogation in favor of City of Clarksville

**B. Commercial General Liability**

- a. Limits of liability \$1,000,000 per Occurrence/\$2,000,000 General Aggregate
- b. Products- Completed Operations Aggregate \$2,000,000 limit
- c. Personal and Advertising Injury \$1,000,000 limit
- d. Commercial General Liability Coverage
- e. Broad form Contractor's Protective liability/ Independent Liability
- f. Additional Insured form CG 20 10
- g. Waiver of Subrogation in favor of City of Clarksville

**C. Automobile Liability**

- a. Limits of Liability \$1,000,000 Combined Single Limit Each Accident/Loss
- b. Covered Autos: Owned, Non-owned, Hired or Leased
- c. If a Contractor transport hazardous materials they shall have an MCS-90 endorsement and endorsement CA 9948 if the materials are pollutants
- d. Waiver of Subrogation in favor of City of Clarksville

**D. Umbrella Liability**

Limit of Liability \$1,000,000 Combined Single Limit per Occurrence/ Aggregate\*

**ADDITIONAL COVERAGE**

The following additional insurance coverage will apply for specific projects where the project includes or involves the services or activities noted. Contractors performing such service or performing such activities shall maintain such insurance as noted unless otherwise waived or reduced by written approval of the City of Clarksville. Contractors who have any questions regarding the applicability of any insurance specified under this section "Additional Coverage" may request a determination from City of Clarksville's Contractor Administrator, Project Manager or Contact Personnel at City of Clarksville requesting the service. Where any request for waiver or reduction in the insurance specified below is presented by the Contractor, said request shall be addressed by City of Clarksville's Risk Management Group. Determination of applicability or levels of any insurance for a project by City of Clarksville's Risk Management Group are final. The following additional insurance shall be maintained as applicable to the Services or activities of the Contractor:

**1. PROFESSIONAL LIABILITY INSURANCE:** In the event this agreement requires the contractor to provide professional services such as but not limited to, architectural engineering, construction management, surveying, design, IT Services, etc., or where the contractor will be providing any professional opinion as part of their services, a certificate of insurance must be provided evidence Professional Liability coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be maintained and reported to City of Clarksville Risk Management within (30) days of any such event. Coverage must be maintained without interruption from the date of commencement of the work and until (5) years following the date of final payment.

Maintenance of said minimum insurance shall be condition precedent to the payment of Contractor for the compensation of the work or services provided to City of Clarksville. Failure to maintain said insurance, as required shall constitute a material breach and shall be sufficient grounds for immediate cancellation of Contract.

A current certificate of insurance must be supplied naming City of Clarksville and those parties required hereunder as additional insured indicating the above coverage prior to execution of the Contract, Agreement, Purchase Order and/or commencement of work. Maintenance of said minimum insurance shall be condition precedent to the payment of Contractor for the compensation of the work or services provided to the City of Clarksville. Failure to maintain said insurance, as required shall constitute a material breach and shall be sufficient grounds for immediate cancellation of Contract.

Certificate Holder:  
City of Clarksville  
Attention: Risk Manager  
1 Public Square, Suite 200  
Clarksville, TN 37040

All Certificates of Insurance shall name the City of Clarksville as additionally insured.

## **Exhibit B**

### **Frosty Morn - 24/7/365 Security Scope**

The Scope of Work consists of all labor, materials, equipment and applicable permits required for the **Frosty Morn 24/7/365 Security**. The Bidder shall notify the Project Manager immediately during the question period prior to bidding, of any additional non specified labor or material that will be necessary to complete the project with excellence.

The scope of work is generally described as providing continuous on site security, for an active construction site, to protect the property against vandalism, theft, and trespassing. The current Frosty Morn building comprises three(3) levels totaling approximately 52,600 sq ft. There are access points from grade at all three levels. Most ground floor openings are covered with a combination of welded rebar and wood deterrents. The overall site is approximately 4.5 acres. The site is fenced around the building.

#### **General Requirements of Bidding Contractor**

The City of Clarksville Security & Safety Department is tasked with overseeing the safety and security of the City of Clarksville's assets and facilities. The Vendor selected to staff security officers at 625 Frosty Morn Dr is expected to partner with The City of Clarksville Security & Safety Department in advising the department of security and safety issues, staffing security officers who can deter crime, assist in the orderly management of an emergency and effectively escalate issues to emergency services and The City of Clarksville Security & Safety Department when necessary.

Contract Security Officers are also representatives of The City of Clarksville Security & Safety Department and, therefore, are expected to create a positive impression by always demonstrating that they are paying attention and by always acting courteously and professionally.

The following information is intended to provide general information about the expectations of security personnel at 625 Frosty Morn Dr. A more comprehensive set of Post Orders for the Frosty Morn site will be developed by the security contractor in collaboration with and by the approval of the City of Clarksville Security & Safety Department. It will be placed at the security officer's station on the site.

Contract security officers are prohibited from carrying weapons of any kind, including but not limited to firearms, nightsticks, martial arts weapons or equipment, batons, or any chemical agent spray or liquid, stun gun, or taser on any City of Clarksville property.



The Vendor shall agree to remove from the site, whenever required to do so by The City of Clarksville, any employee considered by The City of Clarksville Security & Safety Department or Project Management to be unsatisfactory or undesirable to the City of Clarksville, within the limits of any applicable laws.

All Security officers will be required to wear a clean uniform and must possess a valid and current security guard registration card from the State of Tennessee Department of Commerce and Insurance Private Protective Services on his or her person while on duty. The Vendor is expected to make sure that their personnel are motivated, fully trained, and adequately equipped for their work. The Vendor shall provide appropriate and necessary management and supervision for all their onsite employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with the Vendor's and The City of Clarksville Security & Safety Department rules and regulations.

The contractor shall administer all cost accounting and billing relative to this contract.

The contractor shall respond as necessary to accommodate additional duty hours as may be requested by the City of Clarksville Project Management Team

**Specific Requirements Expected of Bidding Contractor and Security Officers Include:**

- **Crime Deterrence:** Use a variety of methods to deter crime and promote safety that includes and may not be limited to entry and egress control, patrols of the interior, and exterior building areas, visitor and building employee identification verification, monitoring, and responding to building intrusion detection systems. A guard tour software system shall be implemented, and the Vendor will place scannable checkpoints throughout the site as agreed to by the City of Clarksville Safety and Security Department.
- **Emergency Response:** Monitor fire detection equipment and respond to life safety concerns, including notifying emergency personnel when necessary, coordinating with Emergency personnel during emergencies and assisting with orderly evacuations of the building.
- **Equipment Training:** All security officers are expected to be familiar with and able to operate equipment associated with the security and safety of the building and its occupants, including but not limited to security cameras, gates, fire panels and elevators, in compliance with the Post Orders and other standard operating procedures.
- **Post Orders:** The contractor will develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract. The City of Clarksville Security & Safety Department must review and approve them within fourteen (14) days prior the commencement of services. All security officers will be required to read and

verify they understand the Post Orders and, at minimum, shall be tested before working at the site and bi-annually or more frequently when providing on-the-job training during site inspections.

• **Incident Documentation:** Security officers are expected to maintain a log detailing their observations and any incidents that occurred while on shift. These logs should be made available to Project Management, Health & Safety Inspectors, and The City of Clarksville Security & Safety Department personnel weekly or on demand. All incidents should be raised with their main point of contact within The City of Clarksville Security & Safety Department As soon as it is safe to do so.

### **Daily On-Site Tasks:**

Daily on-site tasks will change as the project goes through the construction phases. Basic tasks may include but are not limited to.

- Complete full foot patrols of the building
- Open the site entrance areas for contractors as required
- Patrol the site hourly during the work day and at half an hour intervals after work has ended for the day or if no work is being done on the site.
- Receive incoming deliveries from USPS, UPS, and FedEx. And other vendors
- Give visitors, vendors, and City of Clarksville employees access upon approval.
- Securing job site after work has ended for the day
- Complete all reports and logs and forward copies to the City of Clarksville Project Management Staff the next business day.

### **Reports and logs must contain:**

#### Accurate Arrival and Departure Times

Maintaining accurate records of when an officer's shift starts, and ends is crucial without rounding off the times. Include geo-fencing around the property to prevent officers from clocking in or reporting unless they are physically present.

#### Shift Change Information

Officers should document any relevant pass-down orders for the property or client in the Daily Activity Report (DAR).

#### All Routine Preventative Measures

It is imperative to document all measures taken by the security team to increase their presence on the property and prevent unwanted activity.

#### Any Exceptions to the Norm

Noting any occurrences or incidents outside the routine on the property in the Daily Activity Report is crucial. This includes safety hazards, maintenance issues, unexpected visitors, unlocked doors, positive or negative interactions with anyone on the property, security risks or

concerns, and vendors on site (janitorial, street sweepers, construction, etc.). Officers should report anything out of the norm to be the eyes and ears of the client.

**Staffing Requirements:** At least 1 person at all times, 24 hours-a-day, 7 days-a-week basis, or as otherwise required by City Representatives..

**Expected qualities of all assigned onsite personnel:**

- Work well alone or as part of a team.
- Maintain focus and attentiveness at all times.
- Solve problems when possible and escalate issues as needed.
- React calmly in stressful situations.
- Communicate well in English verbally and in writing.
- Able to stand for long periods of time and complete regular foot patrol, including walking stairs, the perimeter of the building, and the parking area.
- Interact professionally with vendors, contractors, and other City of Clarksville employees to consistently perform the security officers' regular duties (e.g., checking IDs and requesting visitors and vendors to sign in and sign out).

Additional General Requirements expected prior to contract execution:

**Provide a Written Management Approach and Standard Operating Procedures**

Describe in detail how your firm will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for the City of Clarksville account. Indicate the support staff assigned to the project manager by function. Bidder must supply an Organization Chart depicting the structure of the local servicing office and regional support.

**Provide a Written Personnel Selection Process**

Describe how the recruitment and selection of security officers is accomplished. All personnel and supervision provided under this bid must be thoroughly trained, experience and qualified to perform the work to which they are assigned. Bidder shall have a documented employment process, which shall include application, interview, drug testing and background check phases. A written description of the Bidder's employment process and qualifications is to be included..

**Provide a Written Development and Retention of Personnel**

In writing, describe your company's Officer Training and Continuing Development programs. In writing Describe methods and initiatives designed to promote employee retention.

**Provide a Written Total Quality Management Program**

Outline administrative controls, plans, and processes to monitor and assure contract compliance of security services. Include methods of quality control, contract administration, audits, management inspection programs, conduct and job

performance standards, corrective action planning and follow-up reporting.  
Describe in detail the training programs in place to support this project. Include the following:

- Pre-Assignment Training
- Job and Task Specific Training (OJT)
- Formal Continuous Training
- Annual Retraining and Recertification
- Supervisory Development Training (Describe the program that your company utilizes that leads to a professional credential for supervisors.)

Include the name, contact information (including email address) and qualifications of the local or regional trainer(s) who will conduct training for the [Company] and the manner in which the [Company] documents training, paper records, online, web-accessible, ect

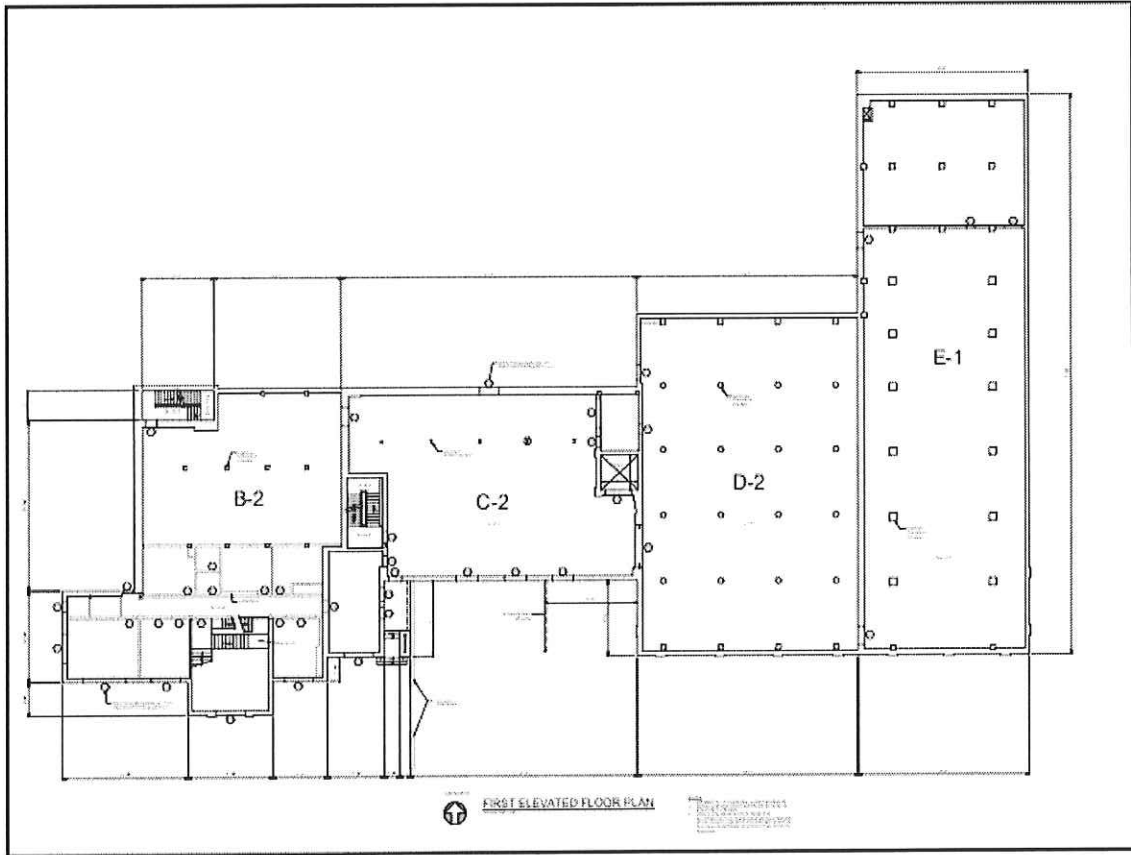
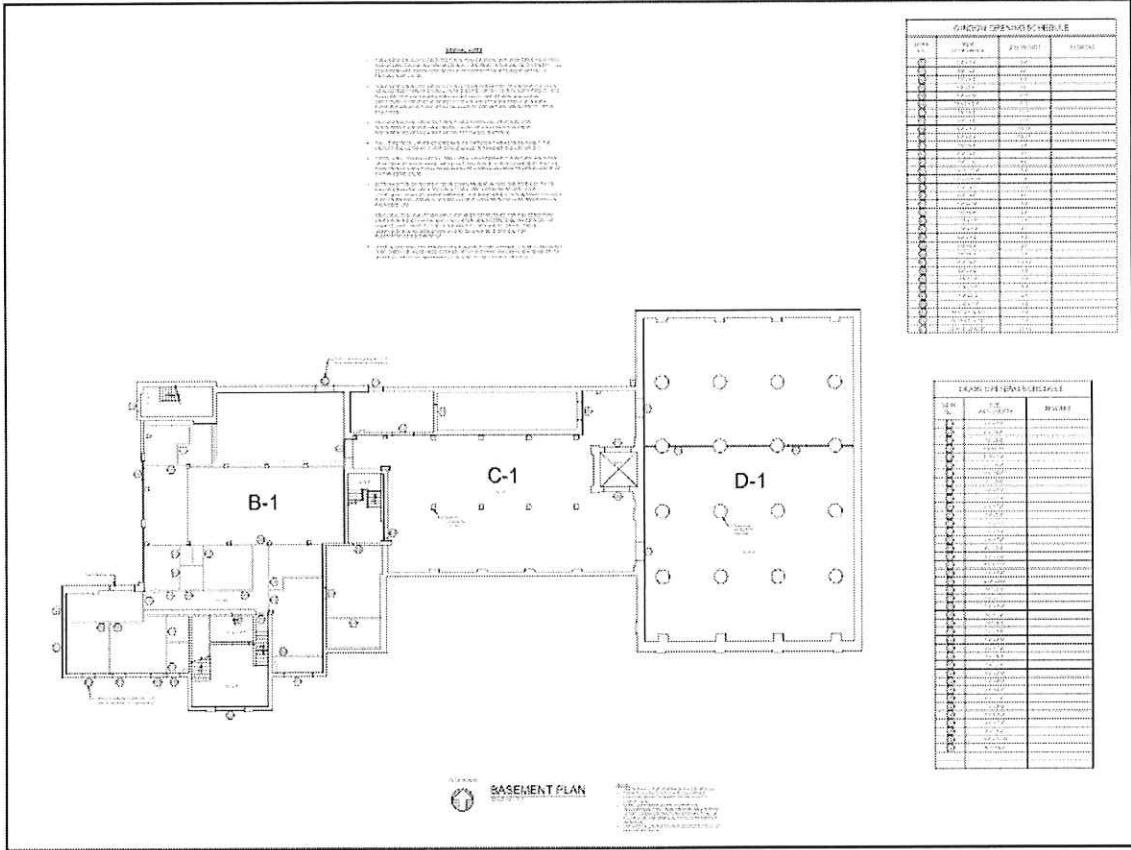
The bidding vendor shall provide an hourly rate for additionally requested officers.

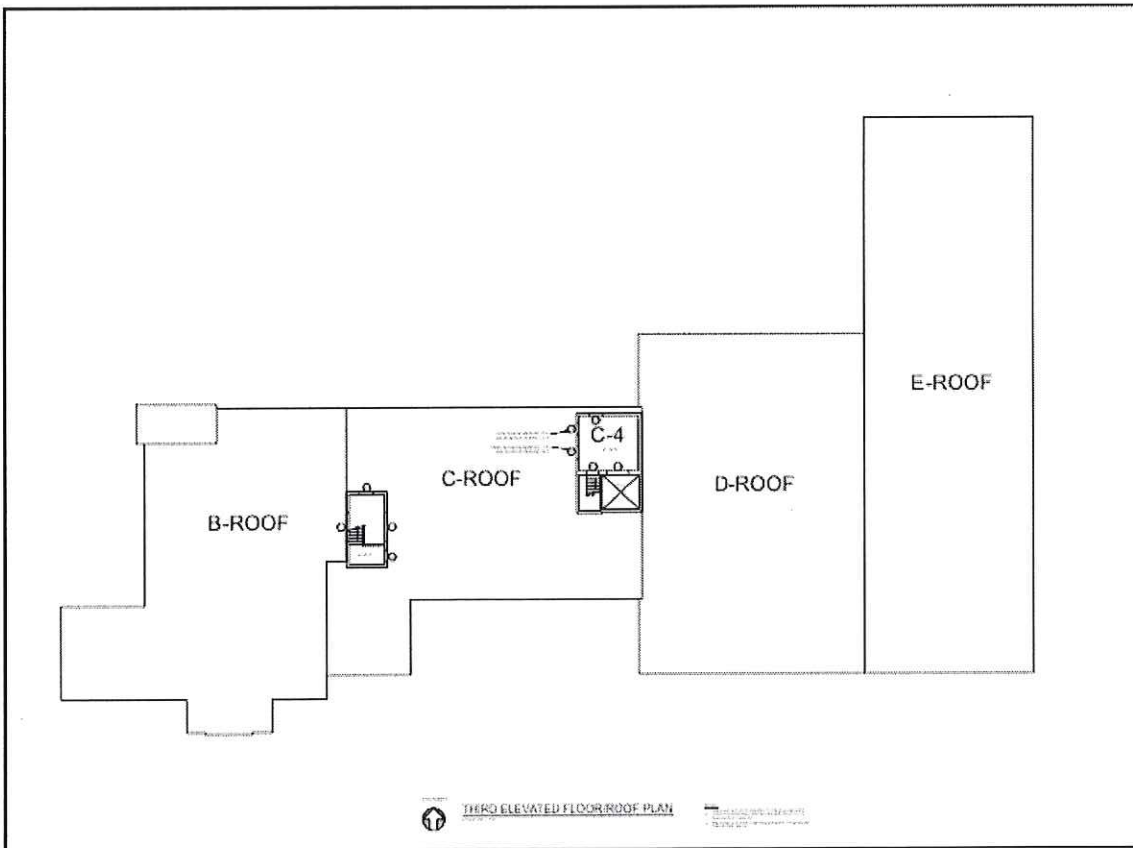
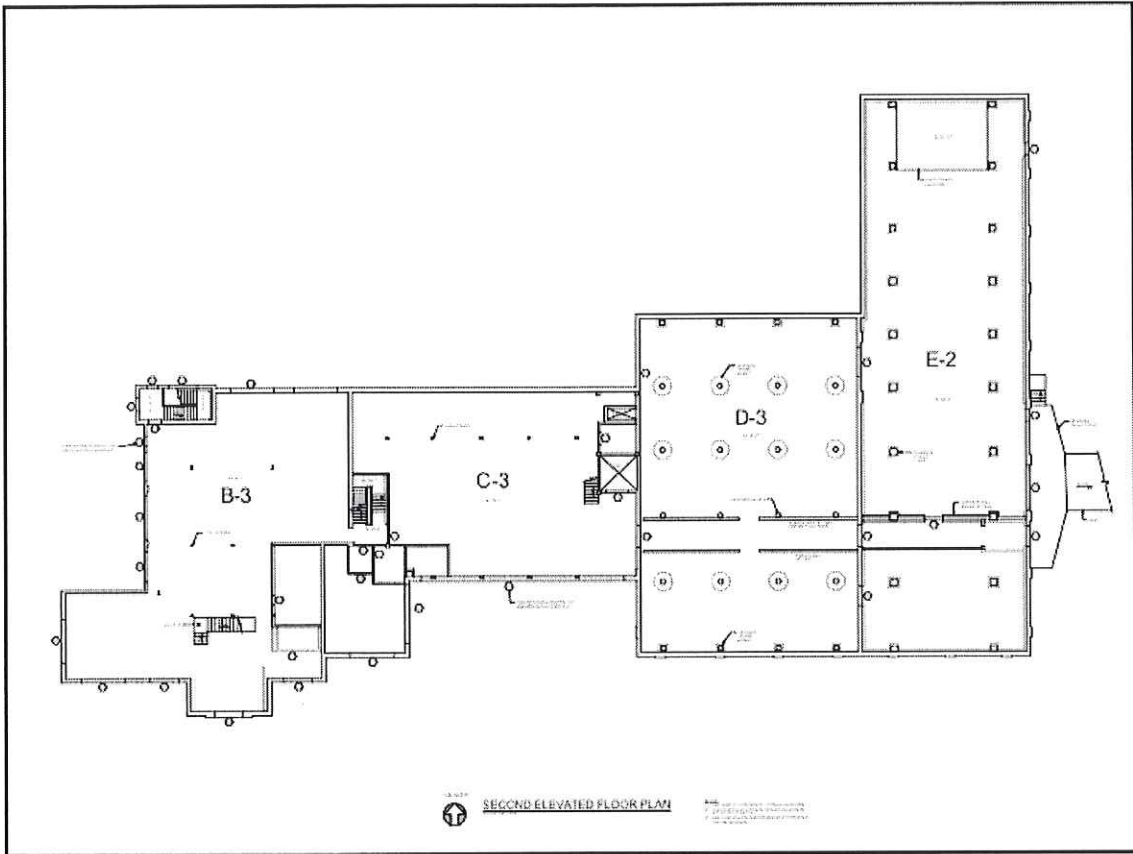
The City of Clarksville will provide an on site guard house, approximately 160 sq ft, with water, sewer, and electric, heating and cooling. Any needed internet or communications connections and services will be at the Vendor's expense.

All bidders shall carefully review all site conditions and include all labor, materials, permits, insurance, shipping, taxes, overhead and profit necessary to complete the bid requirements in an excellent manner. No change orders will be issued after contract execution.

The City reserves the right to purchase any combination of systems or none at all from a bidding vendor.

Any specified method or products that the bidding Vendor believes will not be possible, or will result in a poor finished product or service, should be brought to the attention of the Project Manager during the bidding process question period, not after award. Additionally any item not specified that the Vendor believes is necessary to produce an excellent finished product or service should also be brought to the Project Manager's attention during the question period. The City's expectation is that an excellent finished product or service will be produced by the Vendor. Change Orders to alter specified methods, products, and missing items will not be issued after bidding.







## CONFLICT OF INTEREST

I hereby certify that this bid/proposal is submitted in conformance with the City of Clarksville's conflict of interest restrictions. No employee of the City of Clarksville, officer, agent, any member of an employee's immediate family or his or her partner has any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed as a result of my submission of this bid/proposal. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by the person or company submitting this bid/proposal. Additionally, no party indicated herein has an indirect interest in the contract, which is the subject of this bid/proposal\*.

In the event I am providing a service\*\* to the City of Clarksville, I certify that I have no conflict of interest relating to the service to be provided pursuant to this Request for Proposals (RFP), Request for Qualifications (RFQ) or the project/work.

Should a conflict arise at any time during the duration of the contract, agreement, etc., it is the vendor's responsibility to inform the City of said conflict within 30 days.

Therefore, the undersigned (corporation, partnership, limited liability company, or other business organization or individual) has no conflict of interest, or potential conflict of interest in connection with this proposal or in connection with any contract executed or to be executed, concerning or with response to this RFP/RFQ for this project/work.

Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* **"Indirect Interest"** means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. *A conflict of interest exists if a spouse or relative commingle their assets.* Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the City of Clarksville.

\*\* **"Service Vendors"** include but are not limited to: architects, engineers, appraisers, surveyors, accountants, etc.



**DRUG-FREE WORKPLACE AFFIDAVIT**

Contractor/Company/Business Name: \_\_\_\_\_

Contractor/Company/Business' Authorized Agent: \_\_\_\_\_  
(Printed Name)

(Check applicable box)

- I hereby state that, as an employer, I have adopted a Drug-Free Workplace policy, which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development and at a minimum the requirements of the City of Clarksville's Drug-Free Workplace program, which includes pre-employment drug testing, reasonable suspicion drug testing and, when applicable, compliance with the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing Programs as specified in Title 49 of the Code of Federal Regulations (CFR) Part 40 and Title 49 CFR Part 199.

Said Drug-Free Workplace program is in compliance with the Tennessee Drug-Free Workplace Act, Tennessee Code Annotated §50-9-101 *et sequentia*.

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

Contractor/Company/Business' Authorized Agent: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

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

Pursuant to Tennessee Code Annotated § 12-3-309, and Section 6-105 of the Official Code of the City of Clarksville, I (We), the Contractor identified below, hereby attests, certifies, warrants and assures that I (We) will not knowingly utilize the services of any illegal immigrant or alien in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant or alien in the performance of this Contract.

Company Name: \_\_\_\_\_

Contractor's Authorized Agent: \_\_\_\_\_  
(Printed Name)

Contractor's Authorized Agent: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

## IRAN DIVESTMENT ACT CERTIFICATION

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 TCA 12-12-106 in reference to the Iran Divestment Act.

This act prohibits a person identified on the list from bidding or contracting with a local government and makes any contract entered into void.

The State of Tennessee list can be found at:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_with\\_NY06-07-23.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with_NY06-07-23.pdf).

The undersigned hereby certifies that he or she is authorized by the vendor or bidder to certify that his/her company is not on the list.

Company Name: \_\_\_\_\_

Contractor's Authorized Agent: \_\_\_\_\_

(Printed Name)

Contractor's Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

**NON-BOYCOTT OF ISRAEL AFFIDAVIT**

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each bidder/vendor/supplier and each person signing on behalf of any bidder/vendor/supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder/vendor/supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the full term of any award.

Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

(Check applicable box)

- Pursuant to TCA 12-4-1, I (we), the bidder/vendor/supplier identified above, hereby attest, certify, warrant and assure that I (we) am (are) not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.\*
  
- This attestation is not applicable because this contract has a total potential value of less than two hundred fifty thousand dollars (\$250,000) or I (we), the bidder/vendor/supplier identified above, have less than ten (10) employees.

\*A boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken: (A) in compliance with, or adherence to, calls for a boycott of Israel, or (B) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

Bidder/Vendor/Supplier Name: \_\_\_\_\_

Bidder's/Vendor's/Supplier's Authorized Agent: \_\_\_\_\_  
(Printed Name)

Bidder's/Vendor's/Supplier's Authorized Agent: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

# CITY OF CLARKSVILLE CONTRACTOR SAFETY PROGRAM

## 1. PURPOSE

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

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

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

## 2. RESPONSIBILITIES OF THE CONTRACTOR

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

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

## 3. MONITORING AND INSPECTIONS

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

#### **4. HAZARDOUS CHEMICAL / SUBSTANCE NOTIFICATION**

Contractors must follow state and federal Occupational Safety and Health Administration Hazard Communication standard requirements including use, safe handling and storage of chemicals. Contractors are required to inform the City of all hazardous substances which may be brought on to City property, including providing the most current Safety Data Sheet (MSDS)/(SDS) for each substance. All spills and leaks of hazardous chemicals shall be immediately reported to the City Health & Safety Manager.

#### **5. WORK ZONE TRAFFIC CONTROL**

All Contractors conducting work which involve traffic control in the public way shall comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices. The City Traffic Engineer (931-645-7464) should also be contacted prior to commencing operations. This measure is to insure the safety of workers and the public.

#### **6. DUE REGARD FOR THE PUBLIC**

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

#### **7. CONTACT INFORMATION FOR CITY HEALTH & SAFETY MANAGER**

Contact the City Health and Safety Manager at One Public Square, Clarksville, TN 37040, (931) 645-7451, Email: [heather.fleming@cityofclarksville.com](mailto:heather.fleming@cityofclarksville.com)

CDE Health & Safety contact – Keith Cutshall (931) 905-7250 ext. 250  
Email: [kcutshall@clarksvilledc.com](mailto:kcutshall@clarksvilledc.com)

Gas & Water Health & Safety contact – Bronson Gibbs (931) 645-2565 ext. 1406  
Email: [Bronson.Gibbs@cityofclarksville.com](mailto:Bronson.Gibbs@cityofclarksville.com)

#### **8. ENVIRONMENTAL, SAFETY AND HEALTH SOURCES OF INFORMATION**

TENNESSEE OSHA: [WWW.TN.GOV/LABOR-WFD/TOSHA.HTML](http://WWW.TN.GOV/LABOR-WFD/TOSHA.HTML)

FEDERAL OSHA: [WWW.OSHA.GOV/](http://WWW.OSHA.GOV/)

TENNESSEE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:  
[WWW.TENNSEESS.GOV/ENVIRONMENT/](http://WWW.TENNSEESS.GOV/ENVIRONMENT/)

## Contractor Safety Information

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Safety Director: \_\_\_\_\_  
(Person responsible for safety)

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

### 1) Accident/Injury Experience

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

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

### 2) Safety Program

- i) Does your company have a written safety program?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- ii) Is the program revised/updated annually?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- iii) Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- iv) Do you have a new hire orientation program pertaining to safety training?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

- vi) Do you have a foreman safety training program?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please include an outline.

- vii) Do you conduct regular safety meetings? Yes \_\_\_\_\_ No \_\_\_\_\_

viii) How often? Are records kept? Yes \_\_\_\_\_ No \_\_\_\_\_

- ix) Do you generate accident investigation reports? Yes \_\_\_\_\_ No \_\_\_\_\_

- x) Do you perform project safety inspections?

Yes \_\_\_\_\_ No \_\_\_\_\_

Who conducts them? Name \_\_\_\_\_

Job Title \_\_\_\_\_

How often? \_\_\_\_\_

### 3) Lockout/Tagout

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

### 4) Hazard Communication



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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**5) Confined Spaces**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**6) Elevated Work and Fall Protection**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**7) Powered Industrial Vehicles**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Have designated people been trained on such?

Yes \_\_\_\_\_ No \_\_\_\_\_

**8) Respiratory Compliance**

Does your company have a written respiratory program or policy?

Yes \_\_\_\_\_ No \_\_\_\_\_

Have employees been fit tested quantitatively or qualitatively?

Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have established medical surveillance procedures?

Yes \_\_\_\_\_ No \_\_\_\_\_

What type of respiratory training has your employee had?

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What type of respiratory equipment are they permitted to wear?

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**9) Key Personnel**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For City Use Only**

<b>Recommendations:</b>		
<b>Comments:</b>		
<b>Authorization</b>		
<b>Approved:</b>	<b>*YES</b>	<b>NO</b>

\*Further detailed on attachment: YES \_\_\_ NO \_\_\_

I certify that I have conducted a review of the information contained in this questionnaire and approved the contractor for the above described work.

<b>Name:</b>			
<b>Title:</b>			
<b>Signature:</b>			
<b>Date:</b>		<b>Time:</b>	

**CONTRACTOR / CONSULTANT / SERVICE PROVIDER ACKNOWLEDGEMENT OF RECEIPT OF  
CITY OF CLARKSVILLE CONTRACTOR SAFETY PROGRAM**

Company Name: \_\_\_\_\_

Contractor's Authorized Safety Representative: \_\_\_\_\_

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

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

I also understand that any questions regarding the program can be directed to the contracting department head and/or the City Health & Safety Manager.

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

Authorized Representative (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

## **RIGHT TO AUDIT**

Contractors shall establish a reasonable invoice accounting system which enables ready identification of contractor costs of goods and use of funds. The City or its representative may audit the contractor's records anytime before four (4) years after final payment (or until all disputed claims have been settled, whichever is longer) to verify the City's payment obligation and the use of City's funds. This right to audit shall include subcontractors from whom goods or services are subcontracted by the contractor. Contractor shall ensure the City has these rights with subcontractors. Any disputed claims will be verified by an independent auditor at the cost of the City unless the contractor is found to have overcharged the City in which case the contractor will pay the cost of the audit as well as repay all overcharges.

## **BUSINESS LICENSE REQUIREMENT**

Prior to award to Classification 4 vendors, the winning bidder must provide the City of Clarksville proof of both a valid City of Clarksville and a valid Montgomery County business license. Classification 4 is "each person engaged in the business of contracting, performing a contract or engaging in any of these activities, or similar activities for monetary gain: exterminating, installing personal property; constructing, building, repairing, excavating, drilling, or adding to any building, street; electrical system, air conditioning, heating... and any other improvement or structure or any part thereof." For a complete list of Classification 4 activities or for questions about your classification please consult the Tennessee Department of Revenue website. If you have any questions regarding Clarksville business license please call 931-645-7435. You may also contact the Tennessee Department of Revenue at 1-800-342-1003.

For all other classifications of business licenses, the successful vendor may still be required to secure the necessary business licenses referenced above.

## **CONTRACTING WITH MINORITY BUSINESSES**

The City of Clarksville shall take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are given equal opportunity to bid on City projects. And further, equal opportunity shall be given to contract with the City for any good or service.

## **CIVIL RIGHTS**

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA/FHWA/DOT may issue.

In compliance with Executive Order 13950, the City will not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating. Any vendor awarded a contract with the City of Clarksville where federal dollars are used, shall also comply with Executive Order 13950.

## **CERTIFICATION OF ELIGIBILITY UNDER THE DAVIS-BACON ACT**

(a) By the submission of this proposal, the offeror certifies that neither it nor any person or firm who has an interest in the offeror's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **BIDDER REGISTRATION**

In order to do business with the City of Clarksville, vendors must register with the Purchasing Department through our Vendor Registration system, powered by Vendor Registry. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid. You may access the vendor application through our web site at <https://www.cityofclarksville.com/210/Vendor-Information-Application>.

The City of Clarksville is an equal opportunity provider and employer.

**STATEMENT OF NO BID**  
**BID/PROPOSAL # 4609**

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If bidder is not bidding on the goods and/or services as stated in this bid/proposal, please complete and return this form to: The City of Clarksville, Purchasing Department, 1 Public Square, Suite 301, Clarksville, TN 37040, fax: 931-553-2409.

Company Name:	
Contact Person:	
Address:	
City / State / Zip	
Phone Number:	
Today's Date:	

The above has declined to submit a bid/proposal for the following reason(s):  
 (check all that apply)

<input type="checkbox"/>	Cannot meet specifications as given
<input type="checkbox"/>	Specifications were unclear
<input type="checkbox"/>	We do not offer this commodity/service or an equivalent
<input type="checkbox"/>	Insufficient time to response to bid/proposal
<input type="checkbox"/>	Cannot meet delivery requirements
<input type="checkbox"/>	Our schedule would not permit us to perform in the time allotted
COMMENTS:	

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Vendor Signature