



Town of Farragut

Request for Proposals #2026-15
For
VisitFarragut.org Website Redesign

All Proposals Must be Submitted To:
Town Hall
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Deadline for Proposal Submissions: Date: September 30th, 2025, Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name	DBA, If Applicable
Street Address	Phone Number
City, State, Zip Code	Email Address
FEIN:	

Are quotes firm for 120 days? Yes__ No__ Other____

List of Deviations (if any) attached? Yes__ No__ Other____

If submitting a "No Proposal" state reason _____

Authorized Signature

Title (Printed)

Name (Printed)

Date



RFP #2026-15 VisitFarragut.org Website Redesign

Table of Contents

1. RFP Overview	
1.1. Purpose	3
1.2. Background	3
1.3. Procurement Schedule	3
1.4. Bid Documents	3
1.5. Communications	4
1.6. RFP Amendments & Cancellation	4
1.7. Proposal Submittal	5
• Bid Submittal Check List	5
• Bid Envelope Cover	6
1.8. Bid Bond/Guarantee	7
1.9. Post Bid Information	7
2. Project Scope of Work/Special Conditions	8
3. Proposal Format	
3.1. Submittal Instructions	10
4. Evaluation Procedure	
4.1. Selection and Award Process	11
4.2. Scoring	11
5. Proposal Cost Form	13
6. Bid Bond/Bid Guarantee Sample Forms	15
7. Town of Farragut General Terms and Conditions	18
8. Town of Farragut/Federal Governmental Regulation Addenda	25
9. Sample Professional Services Agreement	31
10. Required Forms	
10.1. Addenda Acknowledgement & Proposal Certification	36
10.2. Drug-Free Workplace Affidavit	37
10.3. Non-Collusion Affidavit	38
10.4. Statement of Compliance Certificate Illegal Immigrants	39
10.5. Non-Boycott of Israel Certification	40
10.6. Certification Regarding Debarment, Suspension and other Responsibility Matters	41
10.7. Byrd Anti-Lobbying Amendment Certification	42
10.8. Owner's Ethnicity and Gender of Contracts and Sub-Contractors	44
10.9. Iran Divestment Act Certification	45
10.10. Title VI Assurance	46
10.11. Equal Employment Opportunity/Affirmative Action Policy Statement	47

1. RFP Overview

1.1 Purpose

The Town of Farragut's Tourism program is seeking proposals to redesign its public-facing website, VisitFarragut.org, to improve user experience, optimize mobile and other devices, modernize the look and feel, and ensure accessibility to all.

1.2 Background

The Town of Farragut is in Knox County in the State of Tennessee. The Town was incorporated in 1980. The Town's population was 23,506 at the 2020 census. The Town is governed by the Board of Mayor and Alderman. Currently there are 74 employees.

1.3 Procurement Schedule

RFP Issue	8/28/25
Non-Mandatory Bid/RFP Meeting (via TEAMS)	9/16/25 VIA Teams*
Deadline for Proposer Questions	09/23/25, 5:00PM
Proposal Due	09/30/25, 2:00 PM
Evaluation Committee Meets	10/8/25
Intent to Award/ Contract Negotiations Begin	10/9/25
Board of Mayor and Alderman Approves/Contract Signed	10/23/25

*The Non-Mandatory Pre-Bid meeting will be held 9/16/25 at 2:30PM via TEAMS meeting. You must register in order to attend. The following link is to be used for registration:

<https://events.gcc.teams.microsoft.com/event/48eb566c-aefd-4b3b-a9c4-f9045958a982@87e50c08-edf4-4682-a80f-f07bbab5dc2d>

Attendance at the Non-Mandatory Pre-Bid Meetings is not a prerequisite for submitting a response to this Request for Proposal. However, all prospective Proposers are strongly encouraged to attend, as the meetings will provide an opportunity to obtain clarification of the specifications, and address any questions pertaining to the scope of services. Any verbal information provided at the meetings shall not be considered binding. Any material changes or clarifications resulting from the meetings will be issued in the form of a written addendum to the solicitation.

1.4 Bid Documents

The solicitation documents for the project may be obtained on the following sites:

1. **Town Website (Free):**
 - o https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - o Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - o <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - o Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - o https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - o Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - o <https://www.demandstar.com/app/login>
 - o Also requires vendor registration and payment, offering national visibility.

All proposals submitted must be prepared with documents obtained from the Town of Farragut or its designee.

1.5 Communications

All communication regarding this RFP must be submitted via email to the Finance Department representative identified below:

Anissa Pratte, Staff Accountant
apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this RFP.

Proposers' contact with anyone else in the Town is forbidden and may result in disqualification of the Proposer's bid. Further, any oral communication will be considered unofficial and non-binding on the Town. Proposers should rely only on written statements issued by the Finance Department representative.

1.6 RFP Amendments and Cancellation

The Town reserves the right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be posted on these four websites:

1. **Town Website (Free):**
 - https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - <https://www.demandstar.com/app/login>
 - Also requires vendor registration and payment, offering national visibility.

It is the Proposer's responsibility to ensure that the Town's website, Beacon, EUNA/Demandstar or Vendorlink is reviewed for RFP changes prior to submission of proposal.

The Owner reserves the right to reject any and all proposals and to waive any formalities in the solicitation process, and to evaluate proposals, and to accept any proposal which, in its opinion, may be in the best interest of the Town. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.

The Town of Farragut will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations.

1.7 Proposal Submittal

Proposals are to be received by the Town no later than the date and time indicated in Section 1.3. Proposers assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. **Emailed proposals will not be accepted.** A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in one sealed package:

- One (1) bound paper copy clearly marked "Original"
- One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
- Four (4) bound paper copies clearly marked "Copy"
- Proposal Cost Form in a separate sealed envelope.

The proposal package shall be mailed, couriered, or hand delivered to the Town at:

Town of Farragut
Town Hall
Attn: Finance Department, Anissa Pratte
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

The package should be clearly labeled with the following:

- Confidential
- Proposal for RFP# 2026-15 VisitFarragut.org Website Redesign
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

For your convenience, the following page includes a Proposal Envelope cover sheet that you may use. Please affix it to the outside of your submission package.

Bid Submittal Checklist

- Cover page with signature
- Proposal Cost Form (In a separate sealed envelope)
- Addenda Acknowledgment form and Bid Certification signed
- Drug-Free Workplace form signed
- Non-Collusion Affidavit form signed
- Statement of Compliance Certificate Illegal Immigrants
- Non-Boycott of Israel Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Byrd Anti-Lobbying Amendment Certification
- Owner's Ethnicity and Gender of Contracts and Sub-Contractors
- Iran Divestment Act Certification
- Title VI Assurance
- Equal Employment Opportunity/Affirmative Action Policy Statement
- Bid Bond/Bid Guarantee
- Ensure your proposal is organized based on section 3.1

Bid Envelope Cover



Town of Farragut
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37772

Confidential

Request for Proposals

SEALED Proposal – DO NOT OPEN

ITB No. 2026-15 VisitFarragut.org Website Redesign

Bid Opening Date & Time: September 30th, 2025 @ 2:00pm

Company Name: _____

Company Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

**Vendors are highly encouraged to carefully review all solicitation documents
related to this project.**

1.8 Bid Bond/Guaranty

Each bid shall be accompanied by a Bid Guaranty in the form of cash deposit or certified check drawn on a bank or a Bid Bond completed by a trust company insured by the FDIC or a surety company's standard form and properly executed by a corporate surety licensed under the laws of Tennessee to execute such bonds. The amount of the bid bond shall be equal to five percent (5%) of the total of the bid. The bid deposit shall be retained by the Owner if the successful bidder fails to execute the contract or fails to provide the required bonds, as stated above, within fifteen (15) calendar days after the proper notice of award of the contract.

1.9 Post Bid Information

Any actual or prospective bidder, proposer, or Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Town of Farragut Finance Department Procurement Division.

Protest Filing Requirements

- Identification of the solicitation (ITB or RFP);
- A detailed statement of the legal and factual grounds for the protest, including all supporting documentation; and
- The specific relief requested.

Deadlines

- Award Protests (for ITBs and RFPs): Must be received within **seven (7) calendar days** after the Town issues the Notice of Intent to Award.
- Late protests will not be considered.

Submission Address

Town of Farragut
Attn: Finance Department – Procurement
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Protest Bond Requirement

- All protests must be accompanied by a protest bond in an amount equal to five percent (5%) of the Town's estimated contract value.
- The bond shall be made payable to the Town of Farragut.
- If the protest is upheld, the bond will be returned in full.
- If the protest is denied, the bond will be forfeited to the Town to cover administrative costs.

Protest Review Process

- Upon receipt of a timely and complete protest, the Finance Department/Procurement Division will review all relevant information.
- No award will be made during the pendency of a timely protest unless the Town Administrator or Finance Director determines that proceeding without delay is in the Town's best interest.
- A written decision will be issued within fourteen (14) calendar days of receipt of the protest, unless extended for good cause.
- The decision shall be final unless appealed in accordance with Tennessee law.

Failure to strictly follow these protest procedures will result in dismissal of the protest without further consideration.

END OF THIS SECTION

2. Special Conditions

The Town of Farragut is seeking professional services for a website redesign that does not include any updates to branding or the logo. While design flexibility is welcome, the design must remain consistent with the existing brand palette.

Scope of Work

- Website development and redesign
- Ongoing hosting, support, and maintenance
- Creative development
- Content support, to include some editing
- Search engine optimization
- The website must be ADA accessible
- Quarterly search engine marketing campaigns
 - We want to see an SEM campaign and not build on past performances
- Dedicated pages that allow staff to regularly input new content:
 - Blogs
 - Event listings
 - Dining listings
 - Shopping listings
 - Attractions listings
- Provide a blended approach to training, which could include virtual, as well as supplemented by recorded modules and written documentation.

Website redevelopment goals:

- Create a visually appealing, dynamic, and responsive website that increases traffic and guides users through the marketing funnel using effective and measurable conversion points, while maintaining the current brand identity, including existing logos and color schemes (no rebranding) The website should be adapted for greater ADA accessibility
- A fast and user-friendly event calendar
 - Syncing with Google Calendar and iOS Calendar App for calendar usage
 - Ability to create custom events and send notifications to users
 - Clearly display full date ranges for long-running events such as art exhibits, as well as single-day or short-term events
- Optimize the website for both desktop and mobile users
- Provide monthly data reports detailing website sessions, most visited pages, month-over-month and year over year comparisons, insight from google search console and suggestions for improving performance
- Ensure the website is accessible, easy to understand, and engaging for all users. The selected vendor must be able to provide:
 - Training sessions, documentation, and other relevant materials for Town staff.
 - Ongoing customer support for the platform.
 - An intuitive user experience for site visitors, economic partners, and Town employees
 - The website needs to have the ability to highlight featured events.
 - We would like to see a partner-submitted event form on the website to collect all necessary event details and allow staff to review and approve submissions before they go live
- Routine maintenance is expected that include updates

Town Responsibility

The Town of Farragut will provide the selected proposer with access to its photo assets and brand kit. We have no plans to rebrand. Currently, the Town utilizes Constant Contact as its email marketing platform. Our key performance indicator (KPI) focuses on digital media research. As this is a new initiative for the Town, there is no existing vendor in place. The amount of stakeholder meetings and frequency of reports will be discussed and determined during negotiations. The Town will be prioritizing three key performance indicators:

- Visitor Guide Requests and Downloads: Measuring interests in trip planning resources
- Newsletter Sign-ups: Tracking engagement and growing our communications lists.
- Referral link clicks to partner pages: Monitoring how many users we direct to our tourism partners' websites
- The currently use WordPress, but are open to other sources

KPI currently includes total website sessions but moving forward we expect to have tracking capabilities to include referral links to partner pages and other indicators of user engagement.

Project Schedule and Contract Terms

The Town expects 100% completion of the redesign project prior to March 31st, 2026. The respondents are encouraged to seek ways to deliver the project ahead of schedule while also balancing quality of work, lifecycle costs and reliability and resiliency of the project.

The Town intends to contract hosting services for a term of three (3) years, starting November 1, 2025, through October 31st, 2028, with the potential option to renew for (2) additional one-year periods.

Project Budget

The budget allocated for this solicitation is up to \$31,000. This amount is split into two parts, \$21,000.00 is allocated for marketing and redesigning and \$10,000 is allocated for maintenance and hosting. Vendors should take this amount into consideration when preparing their proposals, ensuring that all proposed services, materials, and associated costs fall within this limit. Proposals exceeding the stated budget may not be considered. It is important that vendors develop cost-effective solutions that align with the scope of work while remaining within the available funding.

Termination for Cause

The Town reserves the right to terminate the Contract, in whole or in part, for cause upon written notice to the Contractor. Cause shall include, but not be limited to:

1. Failure to perform the services in accordance with the specifications, schedules, or standards of quality required under this Contract;
2. Failure to provide adequate staff, supervision, or equipment to perform the work;
3. Repeated or material deficiencies in performance, including failure to correct deficiencies after written notice by the Town;
4. Failure to comply with any applicable laws, regulations, or contractual provisions;
5. Evidence of fraud, misrepresentation, or improper conduct in relation to performance of the Contract.

In the event of termination for cause, the Contractor shall be liable to the Town for any and all damages sustained as a result of Contractor's default, including the cost of procuring substitute services. Any such termination shall not relieve the Contractor of its obligations or liabilities accruing prior to the effective date of termination.

The Town's decision to terminate for cause shall be final and binding.

END OF THIS SECTION

3. Proposal Format

3.1 Submittal Instructions

Proposals should be prepared simply and economically, and provide a straightforward, concise description of proposed products and services to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposals must be organized in an outline as follows:

- Cover Letter
- Table of Contents
- Section 1 – Executive Summary
 - If submitting as a partnership, identify all firms included in the proposal.
- Section 2 – Company Background
 - Legal Name, Address, and contact information of the firm.
 - Type of business entity (corporation, partnership, LLC, sole proprietorship).
 - Year established and years in business providing website services.
 - Identification of parent company or subsidiaries, if applicable.
 - Proof of proper licensure to conduct business in the State of Tennessee.
- Section 3 – Company Qualifications
 - Description of experience with website services of similar size and complexity.
 - Description of key personnel assigned to this contract, including résumés.
- Section 4 – References
 - List of at least three (3) comparable clients, including contact information for references.
 - Include relevant references, and if applicable, provide details of any government work completed)
- Section 5 – Proposed Solution/Strategic Planning
 - Narrative demonstrating understanding of the required scope of work.
 - Detailed plan for providing services, including staffing levels, and quality control measures.
- Section 6 – Proposed Research Analysis
 - Explain your approach to research analysis and illustrate how it is conducted within your company.
- Section 7 – Creative Concepting
 - Describe your process for brainstorming, ideation and collaborative work.
- Section 8 –Digital Design
 - Explain how your company will utilize existing content assets to enhance the overall design of the website.
- Section 9 – Copy Writing
 - Provide an overview of your company's copywriting standards and processes.
- Section 10 – All forms required by the Town to be filled out and signed. (see section 1.7)

Cost is to be filled out on the Proposal Cost form provided in this RFP and submitted in a sealed separate envelope with the proposals.

Proposals should be on 8 ½ x 11 paper and be printed on both sides. Responses should have no more than one hundred (100) pages of content. The following items do not count toward the total content page limit:

- Cover page with signature
- Signed Proposal Cost form (In a separate sealed envelope)
- Addenda Acknowledgment form and Bid Certification signed
- Drug-Free Workplace form signed
- Non-Collusion Affidavit form signed
- Statement of Compliance Certificate Illegal Immigrants
- Non-Boycott of Israel Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Byrd Anti-Lobbying Amendment Certification
- Owner's Ethnicity and Gender of Contracts and Sub-Contractors
- Iran Divestment Act Certification
- Title VI Assurance
- Equal Employment Opportunity/Affirmative Action Policy Statement
-

4. Evaluation Procedure

All proposals will be subject to a review and evaluation process. It is the intent of the Town that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible proposals received in its evaluation and award process.

4.1 Selection and Award Process

The Town will follow the evaluation steps outlined below:

- a. **Compliance:** After receiving all submittals by the due date and time, a preliminary evaluation by the Town may determine whether each received proposal is complete and compliant with all instructions and/or submittal requirements in the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Vendor Proposals, which are compliant, are advanced to the written evaluation stage.
- b. **Evaluation:** The Town will evaluate proposals according to the criteria outlined in the RFP section 4.2.
- c. **Negotiations:** The Town will select a finalist vendor to participate in software and implantation negotiations. The final contract award recommendation will be made to the Town Administrator.
- d. **Contract Award:** The contract for this RFP will be approved and awarded by the Board of Mayor and Aldermen.
- e.

4.2 Scoring

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0= No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
- 1= "Poor": Proposal is lacking or inadequate in most basic requirements for the specific criteria.
- 2= "Below Average": Proposal meets many of the basic requirements for the specific criteria but is lacking in some essential aspects.
- 3= "Average": Proposal adequately meets the minimum requirements of the specific criteria and is generally capable of meeting the City's needs.
- 4= "Above Average": Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect.
- 5= "Excellent": Proposal exceeds the minimum requirements in most aspects of the specific criteria

Note: The Evaluation Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50 points).

Criteria	Possible Overall Score	Weighted Value	Points
Strategic Planning	5	6	30
Research & Analysis	5	5	25
Creative Concepting	5	4	20
Digital Design	5	3	15
Copy Writing	5	1	5
Cost	5	1	5
Maximum Technical Points			100 Points

In the case of a Tie Bid/Score, if there are no federal funds in the project. ties will be determined by one of the following factors at the Town's discretion:

- Delivery Schedule
- Previous Company Performance
- Vendor Location
- If all things equal, Coin Toss
- Preference will be given to the local company in case of a tie bid.



RFP No. 2026-15 VisitFarragut.org Website Redesign
Proposal Cost Form

Item/Deliverable	Description	Estimated Hours	Hourly Rate	Total Cost
Strategic Planning	Development of communications strategy			
Research and Analysis	In-depth analysis of past media campaigns and strategic research to inform planning and decision making			
Creative Concepting	Brainstorming and developing campaign themes and messages			
Digital Design	Design and Preparation of visual assets, templates, layouts for use across digital platforms			
Copy Writing	Writing content for ads, social media, newsletters, blog posts, or web pages			
Other (Specify):				
Website Hosting (Annually):				
Total Proposal Amount (Not to Exceed):				

In submitting this bid, the bidder recognizes that the right is reserved by the Town of Farragut to accept the total bid or any part, to negotiate with any bidder, waive any formalities in the bidding, or to reject any or all bids.

NOTE: All Work items not specifically mentioned above, but required by the Contract Documents, shall be considered incidental to the other Work and not be paid for directly.

Substitutions for this contract must be submitted with bid form.

List any items that are intended to be used as a substitute for specified items (if necessary):

References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope: (Please list Company, Contact Name, Phone Number, Email address)

- 1. _____
- 2. _____
- 3. _____

Name and Address of Bidder: _____

Telephone: _____

Email Address: _____

Signature: _____

Title: _____ Date: _____

TOWN OF FARRAGUT, TENNESSEE

BID BOND

CONTRACT NO. 2026-15

Principal:

Print Name of Principal

Surety:

Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the TOWN OF FARRAGUT in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the TOWN OF FARRAGUT, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Principal (1)

Surety (1)

By:

By:

General Agent or Attorney-in-Fact

Print Name and Title

Date

Date

(Seal)

Principal (2)

Surety (2)

By:

By:

General Agent or Attorney-in-Fact

Print Name and Title

Date

Date

(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

TOWN OF FARRAGUT, TENNESSEE

BID GUARANTEE

CONTRACT NO. 2026-15

Bidder:

Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the TOWN OF FARRAGUT, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the TOWN OF FARRAGUT shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)

Bidder (2)*

By:

By:

Print Name and Title

Print Name and Title

Date

Date

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

Town of Farragut

General Terms and Conditions

The following terms, conditions and instructions apply (unless otherwise noted) to all of the Town of Farragut solicitations whether they are quotations, bids, proposals, requests for qualifications or other types of solicitations. The term “vendor” is used collectively for bidder, vendor, proposer, quoter, contractor and all other terms implying or meaning one who is responding to an opportunity with the Town of Farragut. The submission of a response means that the vendor understands and agrees with the Town of Farragut’s instructions to vendors.

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.
2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut’s best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut’s best interest.
3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut’s web page. It is the vendor’s responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.
4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.
5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut’s approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut (“Town”).
7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut’s prior written approval.
8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

9. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, the Town of Farragut shall pay Vendor the contract sum set forth in the purchase order and/or contract. Payments may be made in amounts which are consistent with the percentage of goods/non-professional services completed and invoiced by the Vendor as set forth in the purchase order.

The Town's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The Town is not liable for delays in payment caused by the failure of the Vendor to send an invoice to the address referenced herein.

10. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. The Town of Farragut has the right to inspect the goods and to reject any or all of the goods which are in the Town's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to the Vendor at its expense and in addition to the Town's other rights. The Town may charge the Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event the Town receives goods whose defects or nonconformity are not apparent on examination, the Town reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Vendor from the obligation of testing, inspection and quality control.

In the award of a construction contract/purchase order the Vendor is responsible for thoroughly inspecting the site of the proposed work and for becoming familiar with the work circumstances. The vendor's failure to do so will not result in additional payments to the Vendor.

11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION.** The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise uses such information, data, findings, recommendations, responses, et cetera.
12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
13. **NON-ESCALATION.** Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain form with no provisions for price increases during the term of the contract.
14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB) Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.
15. **EXPENSES INCURRED.** All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the Vendor.

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.
17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

The vendor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the Town showing proof that the Vendor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Vendor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - ii. A vendor's insurance must be primary insurance as respects performance of subject contract.
 - iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.
18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.
19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.

20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.
21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.
22. **TERMINATION FOR CAUSE.** The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut, Tennessee, in accordance with the following provisions:
- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.
 - d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. **DELAY IN PERFORMANCE.** Neither the Town nor Vendor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Town or Vendor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement price. If the Vendor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Town or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Vendor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both Town and Vendor. The completed form shall be retained by the Town for a period of seven years and reviewed prior to Vendor selection for future Town projects. In the event the Vendor is delayed in the performance of Services because of delays caused by the Town, Vendor shall have no claim against the Town for damages or contract adjustment other than an extension of time.

25. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Town and Vendor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Town and Vendor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Vendor to take immediate measures to protect health and safety. Town agrees to compensate Vendor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Vendor agrees to notify Town when unanticipated hazardous materials or suspected hazardous materials are encountered. Town agrees to make any disclosures required by law to the appropriate governing agencies and agrees to hold Vendor harmless for any and all consequences of disclosures made by Vendor which are required by governing law. In the event the project site is not owned by the Town, the Town agrees to inform the Town of the discovery of unanticipated hazardous materials or suspected hazardous materials.

26. **COMMUNICATIONS.** Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the Town of Farragut.

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.
30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.
31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.
32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.
34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.
35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

- a. the American with Disabilities Act,
- b. the Immigration Reform and Control Act of 1986,
- c. the Drug Free Workplace Act of 1988.
- d. Executive Order 11246; "Equal Employment Opportunity."
- e. Copeland "Anti-Kickback" Act
- f. Title VI of the Civil Rights Act of 1964

END OF THIS SECTION

TOWN OF FARRAGUT

GOVERNMENTAL REGULATION ADDENDA

The following commitments, certificates and affidavits find their origin in federal and state law related to funding granted by state and federal entities to local governments like the Town of Farragut, and are agreed to by the parties to the contract or agreement to which it is incorporated:

I. With respect to compliance with the Equal Employment Opportunity requirements:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of his nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 1 1246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 1 1246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (g) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town of Farragut (herein the "Client" or the "Applicant") further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. With respect to compliance with Copeland "Anti-Kickback Act":
 - (a) Contractor. The Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses,
 - (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."
3. With respect to compliance with the Contract Work Hours and Safety Standards Act:
 - (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the total of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (c) Withholding for unpaid wages and liquidated damages. The Town of Farragut shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. With respect to compliance with the following Acts:

(a) Clean Air Act

- (i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- (ii) The Contractor agrees to report each violation to the (name of subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(b) Federal Water Pollution Control Act.

- (i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (ii) The Contractor agrees to report each violation to the (name of the subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

5. With respect to compliance with respect to requirements regarding Suspension and Debarment:

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- (b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the Town of Farragut. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Farragut, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The bidder or proposer agrees to comply with the requirements on C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. With respect to compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. With respect to the compliance with the Drug-Free Workplace Act:

As required by Tennessee Code Annotated 50-9-113, the Contractor shall provide with their bid, an affidavit certifying that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Tennessee Code Annotated Sections 50-9-101 through 50-9-113. This statute forbids any local government from entering into any contract or awarding any contract for construction services with any covered employer who has not provided the affidavit of compliance.

As required by Tennessee Code Annotated 50-9-114, the Town maintains and operates a drug-free workplace program as certified by Tennessee's Drug-Free Workplace Act, as amended. The program operated by the Town includes drug and alcohol testing for persons required to have a commercial driver's license; procedures for urine drug testing and breath alcohol testing; and testing at the following times and circumstances: pre-employment, transfers, upon reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. Prohibited conduct includes the following: being on duty or performing work while under the influence; engaging in the making, distribution or possession of illegal drugs at any time or alcohol while on duty; refusing or failing a test administered under the policy; providing an altered or fake specimen for testing; use of alcohol while on on-call for duty or within four hours prior to reporting for duty; and use of drugs or alcohol within eight hours after an accident or incident unless already cleared of fault. Violations may result in termination. All bidders are required to and shall provide with their bid an affidavit certifying that the bidding entity operates a drug-free workplace program or other drug and alcohol testing program with requirements at least as stringent as the program operated by the Town. A copy of Town's program may be obtained upon request. The model affidavit referred to in the previous paragraph complies with the foregoing requirement.

8. With respect to the compliance with the laws governing employing or contracting with illegal immigrants.

The Town shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of Governor's Executive Order #41, An Order Regarding Compliance with Federal and State Laws Related to Employing and Contracting with Illegal Immigrants, and the requirements of Public Acts of 2006, Chapter Number 878 of the State of Tennessee (codified at Tennessee Code Annotated, Title 12, Chapter 4, Part I).

The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Town a completed and signed copy of the Attestation form provided by the Town, semi-annually during the period of this Contract.

Prior to the use of any subcontractor in the performance of this Contract, and semiannually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.

The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form 1-9, Employment Eligibility Verification, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the Town of Farragut and the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For the Purposes of this policy, "illegal immigrant" shall be defined as a non-citizen who has entered the United State of America without federal government permission or stayed in this country beyond the period allowed by a federal government-issued visa authorizing the noncitizen to enter the country for specific purposes and a particular time period.

Compliance and non-compliance procedures will be as specified in the Tennessee Department of Finance and Administration's Policy on "Ensuring Compliance with Federal Immigration Laws by State Contractors and Subcontractors".

9. This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.
10. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the Contractor's actions pertaining to this contract.
11. The following six Government required certifications have been completed and affixed to the Agreement as Attachments:
 - Drug-Free Workplace Affidavit
 - Employ/Contract with Illegal Immigrants Certification
 - Iran Divestment Act Certification
 - Non-Boycott of Israel Certification
 - Certification Regarding Debarment and Suspension
 - Byrd Anti-Lobbying Amendment Certification
 - Non-Collusion Affidavit
 - Title VI Assurance
 - Equal Employment Opportunity

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and _____ (“Contractor”) for professional services for the assignment described as follows:

Project: _____

Location: _____

Description of Project: _____

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of _____, including reimbursable expenses.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before _____. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed
Name: _____

Title: _____

Date: _____

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received and applicable)*

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No.

10

The Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: **2026-15 VisitFarragut.org Website Redesign**

Date: _____

Name of Proposer's Company: _____

Signature of Responsible Proposer: _____

Notary's Signature: _____

Notary Seal

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Name of Officer

Title of Officer

State of _____, County of _____

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

Witness my hand and seal at office this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____

NON-COLLUSION AFFIDAVIT

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

- (1) He/She is the _____ of _____, the firm that has submitted the attached Bid;
- (2) He/She 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 firm 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 vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

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

Witness my hand and seal at office this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have
fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed: _____

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

Witness my hand and seal at office this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____



STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, 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:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) 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. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☐ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☐ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☐ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☐ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- ☐ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ☐ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- ☐ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative	Date
Printed Name and Title	Phone Number / Email Address

Owner's Ethnicity and Gender of Contracts and Sub-Contractors

Ethnicity	Male	Female
Black/African American		
American Indian and Alaskan Native		
Asian		
Caucasian		
Hispanic		
Native Hawaiian/Other Pacific Islander		
Other (Please Specify)		

Name of
Company_____

Owner's
Name_____

Type of
Business_____



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-informationlibrary.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE

TITLE VI ASSURANCE

As required by the contractual agreement, _____ will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

_____ assures that no person shall on the grounds of race, color, or national origin, as provided by **Title VI of the Civil Rights Act of 1964** and as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

_____ further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

_____ will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as subcontractors.

Declaration of Administrative Head

I declare that I have reviewed and approved the information provided in this assessment and to the best of my knowledge and believe it is true, correct, and complete.

Administrative Head

Date

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name _____) not to discriminate against any applicant for employment, or present employee, because of race, color, religion, national origin, age, sex, disability, or veteran status.

(Company Name _____) will take affirmative action to ensure that the Equal Employment Opportunity/Affirmative Action Policy (EEO /AA) is implemented with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, working conditions and selection for training to include apprenticeship, pre- apprenticeship and on-the-job training.

(Company Name _____) will continue to make it understood to the employment sources/agencies with which it deals, and in employment opportunity announcements/ads, the above mentioned EEO/AA Policy and that all of the company's employment decisions are based on individual merit only.

All current employees of (Company Name _____) are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

It is the policy of (Company Name _____) to satisfy reasonable special accommodations for qualified disabled individuals. It is the policy of (Company Name) that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided for privacy between genders. Disabled parking spaces may be assigned to accommodate accessibility needs.

It is the policy of (Company Name _____) to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the Company EEO Officer identified below:

EEO Officer Name: _____ Address/Office

Location: _____ Telephone #

(Signature of Company Head)

(Date)