

CITY OF FAIRVIEW, TENNESSEE
INVITATION TO BID
November 8th, 2024

Sealed bids for the following project will be received by the City Recorder, City of Fairview, until 2:00 P.M. on Friday, November 22, 2024. At that time all bids will be publicly opened in the city council chambers at Fairview city hall located at 7100 City Center Way, Fairview, Tennessee, 37062. The bid will be awarded to the lowest responsible bidder at the regularly scheduled board of commissioners meeting to be held on Thursday, December 5, 2024.

Scope of Work: ARPA Stormwater Improvement Projects at the following locations:

1. Northwest Highway Stormwater Improvements (4 Locations)
 - a. Approximately 7307 Northwest Highway
 - b. Approximately 7281 Northwest Highway
 - c. Approximately 7282 Northwest Highway
 - d. Approximately 7273 Northwest Highway
2. Chester Rd Stormwater Improvements (3 Locations)
 - a. Approximately 7175 Chester Rd
 - b. Approximately 7702 Chester Rd
 - c. Approximately 7710 Chester Rd
3. Horn Tavern Rd Stormwater Improvements (1 Location)
 - a. Approximately 7304 Horn Tavern Rd

The City anticipates that the following project may be added at a later date as a change order request. No project bid is requested at this time; this is being noted for informational purposes only.

4. Sleepy Hollow Rd Stormwater Improvements (2 Locations)
 - a. Approximately 7202 Sleepy Hollow Rd
 - b. Approximately 7222 Sleepy Hollow Rd

No submitted bids may be withdrawn for a period of thirty (30) days after the scheduled closing time of the receipt of bids. All bids shall be signed, sealed, and addressed to the City Recorder, City of Fairview, 7100 City Center Way, Fairview, TN 37062, and marked as specified in the Bid Documents. The City of Fairview reserves the right to accept or reject any or all bids received, to waive any informalities in bidding, and to re-advertise.

This invitation to bid does not represent a commitment or offer by City to enter into a contract, or other agreement with the bidder. The bid and any information made a part of the bid will become a part of the City's official files without any obligation on City's part to return it to the individual proposer.

American Rescue Plan Act (ARPA) Funding Requirements

This project is being supported with Treasury financial assistance through the American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery funds (SLFRF). Therefore, certain restrictions and other federal requirements attach to this opportunity. The project is subject to the State and Local Fiscal Recovery Funds (SLFRF) Rules and Regulations 31 CFR Part 35 and 2 CFR Part 200.

Contractors must not appear on sam.gov debarment list. The contractor will comply with all applicable federal law, regulations, executive orders, Treasury policies, procedures, and directives. Contractor will be required to comply with the ARPA contract provisions to ensure federal contract and purchasing requirements are met. All proposals are subject to the City of Fairview conditions and specifications, including federal ARPA guidelines.

The successful bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond. We encourage all small and minority owned firms and women's business enterprises to participate.

Disadvantaged Business Enterprises (DBE) Requirements

The City of Fairview is an Equal Opportunity, Affirmative Action Employer, encourages firms that are women or minority owned, emerging small businesses, veteran owned firms, and all other qualified firms to participate in this invitation to bid. This project is funded through ARPA SLFRF and therefore must assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321).

Nondiscrimination

It is the policy of the City of Fairview not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in the hiring and employment practices, or in admission to, access to, or operations of its programs, services, and activities. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in the treatment or employment in City of Fairview's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City of Fairview or in the employment practices of the City of Fairview contractors. Contractor certifies and warrants that it will comply with this nondiscrimination requirement

Aquatic Resource Alteration Permits (ARAPs)

General ARAP permit(s) shall apply to locations where jurisdictional features are proposed for impact. Work shall not begin at the impact locations until the ARAPs are active at the applicable project location. Conditions of the applicable water quality permits are to be followed during the course of construction. All work associated with impacts to jurisdictional features must be initiated prior to April 30, 2025 and complete by April 30, 2026. The City of Fairview anticipates that the applicable water quality permits shall be in hand prior to December 31, 2024. The Contractor will be provided with the applicable water quality permits and shall review the permit instructions and limitations once available.

Bid Items for each location are attached as follows:

Northwest Highway – See Attachment

Chester Rd – See Attachment

Horn Tavern Rd – See Attachment

The following attached documents must be completed and included with the bid package:

- Byrd Anti-Lobbying Amendment Certification
- Debarment Certification
- Iran Divestment Act Certification
- Clean Air & Water Act Certificate
- Non-Boycott of Israel Certification

TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted unless otherwise stated by the City. Unless otherwise stated by the City, no bidder may withdraw its bid for a period of (30) days after the bid opening date.
2. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
3. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
4. Contract(s) will be made or entered into with the lowest, responsible, compliant bidder. Responsible bidder is defined as a bidder whose reputation, past performance and relative experience are such that it is capable of satisfying the city's needs for the services to be provided.
5. The City reserves the right to determine the low bidder either on the basis of the individual costs of the services or the aggregate costs of the services included in this INVITATION TO BID.
6. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee and subject to the jurisdiction of the courts of Williamson County, Tennessee.
7. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
8. The contract will be awarded only for the work specified herein.
9. Liability and Insurance
 - a. The successful bidder must comply with the following insurance requirements:

Bidder shall maintain in full force and effect, during the entire contract period, liability insurance, along with commercial general liability, workers' compensation, and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request. Minimum required coverages are \$500,000.00 for property damage and \$1,000,000.00 for liability. The bidder must have a Tennessee Contractors License. The bidder must provide a copy of their workman's comp.

HOLD HARMLESS AND INDEMNITY. Bidder must provide a defense, indemnify, and hold the City harmless from and against any and all claims arising from Bidder or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising therefrom.
10. Independent Contractor Agreement. If accepted, Bidder must enter an independent contractor agreement with the City detailing the responsibilities of the parties. Bidder will remain an Independent Contractor and shall not represent itself, its agents, or employees as agents or employees of the City.
11. Invoicing. The Contractor shall prepare a written invoice. The invoice shall include the begin/end dates associated with the invoice period and the Contractor's Unique Identify ID (UEI#). The invoice shall list the total cost of completion by project location for which payment is requested, the date the job was completed and a detailed invoice. The invoice shall be signed by an authorized representative with the Contractor. The City will remit payment to the bidder/contractor for services

rendered within fifteen (15) days of invoice receipt of services rendered.

12. The Contractor must be registered at SAM.gov.
13. Note that City reserves the right to authorize one, some, or all of the enclosed projects to be constructed and their prioritization order subject to funding limitations.
14. The City of Fairview is to be notified at least two business days in advance of concrete pours for the proposed structures.
15. Before work begins, the contractor and City shall meet onsite for a pre-construction meeting to confirm stormwater improvement project locations.
16. Contractor is to be responsible for locating all site utilities prior to construction.

FEDERAL CONTRACTING & PURCHASING REQUIREMENTS

Termination for Convenience. The Agreement may be terminated by the City in whole or in part at any time, with thirty (30) days written notice, in the best interest of the City. If the Agreement is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Agreement price as the amount of work satisfactorily performed. All work in progress will become the property of the City and will be turned over promptly by the Contractor.

Termination for Cause. Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice. If the City terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) 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 this nondiscrimination clause.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

Contract Work Hours and Safety Standards Act.

(1) 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the t \$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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Fairview 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

Clean Air Act and Federal Water Pollution Control Act.

(1) 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

(2) 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.

(3) 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 ets eq.

(4) 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.

(5) The contractor agrees to include these requirements in each subcontract exceeding \$150,000

Suspension and Debarment.

(1) 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 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.

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.

Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along

with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Compliance with Federal Law, Regulations and Executive Orders. 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.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

City of Fairview ARPA Stormwater Improvement Projects

Location 1 Northwest Highway Contractor Project Bid: \$ _____

Location 2 Chester Rd Contractor Project Bid: \$ _____

Location 3 Horn Tavern Rd Contractor Project Bid: \$ _____

Total Contractor Project Bid: \$ _____ Date: _____

Contractor Company Name: _____

Contractor Company Address: _____

Contractor Contact Information: _____

Signature of Authorized Signer

Printed Name of Authorized Signer