Issuance Date: March 25, 2024
Questions Deadline: April 1, 2024
Bid Opening Date: April 8 2024
BMA Approval Date: April 22, 2024

CITY OF GERMANTOWN
INVITATION TO BID

COG2024-15 Underground Water Storage Tank Cleaning – Vacuum Services

1930 S. Germantown Road
Germantown, TN 38138

CITY OF
GERMANTOWN
TENNESSEE
1930 South Germantown Road • Germantown, Tennessee 38138-2815
www.germantown-tn.gov

REQUEST FOR BIDS

Date: March 25, 2024

The City of Germantown, Tennessee, will accept Bids on: **COG2024-15 Underground Water Storage Tank Cleaning – Vacuum Services**
Bid shall be mailed or hand delivered in a **sealed envelope** marked **"COG2024-15 Underground Water Storage Tank Cleaning – Vacuum Services"** in the lower left-hand corner of the envelope and addressed to Procurement Director, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, **if using express mail** (Fed Ex, Priority Mail, etc.), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. *(Bid must be received by the City prior to the time indicated below.)* **Please mark envelope with the name of the Bid.**

BID DATE: Bid shall be opened at 1930 S. Germantown Rd at 2:00 p.m. on Monday , April 8, 2024.

All bid responses must be received and time stamped on or before the required bid opening time (local time), soon thereafter all bids will be publicly opened and read aloud. **Late bids will not be considered.**

All purchases are F.O.B. Germantown, Tennessee per attached specifications.

The City reserves the right to accept bids in part or whole, reject any Bid, or to accept a Bid containing variations from these specifications if the Bid so merits. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Bid or all Bids submitted and to make awards, as deemed, to be in its best interest.

*Bids must be submitted on the Bid schedule document that the City issues **and it must be signed**.*

The Successful Bidder shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

See attached Specifications, Bid Form, Drug and Alcohol Testing Acknowledgment Statement and Affidavit along with Company's Testing Policy, Vendor's Qualifications and Reference Form that must be returned as part of the Bid. Returning the form for disclosure of the Title VI and Title IX information is voluntary.

The Standard Germantown Services and/or Products Contract and Required Insurance Certifications are included and will be required from the selected Bidder.

During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request.

Sincerely,

Cathryn Perdue

Cathryn Perdue
Director Procurement & Risk

ACKNOWLEDGEMENT OF RECEIPT OF BID PACKAGE
INVITATION TO BID NUMBER COG2024-15

Underground Water Storage Tank Cleaning – Vacuum Services

Upon receipt of documents, please fax/email this page to:

City of Germantown – Procurement Department
1930 South Germantown Road
Germantown, TN 38138
Phone: 901-757-7260
Fax: 901-757-7258
Email:procurement@germantown-tn.gov

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME:_____

CONTACT PERSON: _____

ADDRESS:_____

CITY: _____ STATE: _____ ZIP_____

PHONE: (____)_____ FAX: (_____)_____

E-MAIL:_____

_____ _____
(Signature) (Date)

CITY OF GERMANTOWN
INVITATION TO BID
COG2024-15
GERMANTOWN PUBLIC WORKS – VACUUM SERVICES

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OTHER IMPORTANT DOCUMENTS IN BID PACKAGE:

- BID LETTER
- SIGNATURE PAGE – *RETURN WITH BID*
- BID FORM – *RETURN WITH BID*
- CONTRACTOR'S QUALIFICATIONS & REFERENCES – *RETURN WITH BID*
- CONTRACTOR'S AFFIDAVIT ALCOHOL DRUG- *RETURN WITH BID*
- TITLE VI - *OPTIONAL*
- STATEMENT OF NO BID – *IF YOU CHOOSE NOT TO RESPOND TO THIS BID PLEASE FILL OUT AND RETURN THE NO BID FORM*
- CONTRACT

1. SCOPE OF WORK

1.1 PURPOSE

The City of Germantown Public Works Department is requesting bids for vacuum services to assist with the cleaning of a concrete, 2-million gallon, underground potable water storage tank on an "as needed" basis.

1.2 SUPPLY REQUIREMENTS

N/A

1.3 CONTRACT INFORMATION

The City is interested in contracting with a Contractor for one year with two (2) extensions.

1.4 INVOICE TO

City of Germantown
Accounts Payable
1930 S. Germantown Road
Germantown, TN 38138

1.5 VENDOR'S RESPONSIBILITY

FOR SEALED BIDS:

ALL DOCUMENTS APPLICABLE AT TIME OF BID must be signed **IN INK,** dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

DISCLAIMER: All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.
All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submissions of bid. The person signing the bid shall initial the correction in ink. Corrections and/or modifications received after the designated bid opening time will not be accepted.

1) **Signature Page**
   - **(if required)** Contractor's License Number(s) must be inserted
     a. Page must be signed with an original signature IN INK by an authorized officer, employee or agent of the bidder.

2) **Bid Form** must be completed and signed with an original signature IN INK

3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace** must be completed and signed with an original signature IN INK

4) **(if required) vendor shall provide** a 5% Bid Bond or Cashier's check with submitted bid document

5) **All Addenda** Must be Signed (IN INK) and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.

6) **ALL BIDS** must be submitted in a sealed envelope with the Vendor's Name, Bid Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

NO BID ADJUSTMENTS WILL BE ACCEPTED

2. TERMS AND CONDITIONS

2.1 INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2.2 METHOD OF AWARD

The City reserves the rights: to award to the lowest responsive, responsible bidder*;* to award Multiple contracts and to award the bid/contract that is deemed, to be in the best value (most advantageous to the City) as determined by some or all of the following:

- Prices offered
- Quality of product/service offered
- General reputation and performance capabilities of the bidder
- Conformity with specifications herein
- Delivery and/or installation schedule
- Location and availability of service and/or repair facilities, personnel and parts
- Suitability for intended use
- Responses to provided references
- Payment terms/discounts offered
- Demonstrations provided, if required
- Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.

The City reserves the right to purchase any and/or all items in this bid off of the current State of Tennessee Statewide or Cooperative Contract, if it is considered by the Procurement Director to be in the best interest of the City.

2.3 PRICING

Pricing requirements are as follows:

1. All prices shall be valid for a minimum of sixty (60) days from the bid opening date unless otherwise indicated in the bid request.
2. If there is a discrepancy between unit price and its extension, unit price shall prevail.
3. Prices will be considered as net if no cash discount is shown.

2.4 PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint themselves with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

2.5 DELIVERY

For any bid item required to be delivered to the City:

Deliveries shall be F.O.B. Germantown, Tennessee location in place/inside; unless otherwise specified in the Invitation to Bid, all prices quoted by the bidder must be F.O.B. Germantown, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of bid. The City will not pay any additional surcharges relative to this bid number.

- The successful bidder shall not be responsible for failure to deliver materials or render services due to acts of God.

- Time of delivery shall be stated as the number of calendar days following receipt of the order by the awarded vendor to receipt and acceptance of the goods or services by the City.

- Should deliveries not be made on time as outlined in the successful bidder's response sheet, then the City has the authority to cancel any and all orders issued under this bid.

2.6 SPECIFICATIONS

The specifications given are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.

Changes to the bid specifications are not valid unless authorized in writing by the City of Germantown Procurement Department by means of an addendum.

2.7 BRAND NAME

Brand name information is as follows:

Brand names and number, when used, are for reference to indicate the character or quality desired. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. Any items other than those brands specified in the bid specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

2.8 BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated in Request for Bids. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. **No Bid will be accepted after the time indicated**. All material that is submitted in accordance with this solicitation becomes the property of the City of Germantown and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. On the bid form, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products

of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed in ink by the individual or agency authorized to sign and submit this bid for the bidder. Mistakes may be crossed out and correction inserted before submission of your bid. The person signing the bid shall initial correction in ink. The bid signature page must include the bidder's name and address and the state and address in which the business is domiciled.

2.9 LIABILITIES

The bidder shall hold the City, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the City because of the unauthorized use of such articles.

The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

2.10 IRREGULAR BIDS

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the City or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Form does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in ink.
7. If Addendums are not signed, in ink, and returned with the Bid Documents.

2.11 SAMPLES

Requirement for samples are as follows:

1. Samples of items, when required, shall be furnished free of cost to the City.
2. Samples of items selected may be retained for future comparison.
3. Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

2.12 DOCUMENTS INCLUDED IN CONTRACT

The specifications, terms/conditions and detailed requirements shall become a part of any contract

agreement and/or purchase order that result from this bid.

2.13 INSPECTION

When the City deems it necessary to inspect shipments, it may do so. Should the inspection reveal that the shipment is not as per the specifications, the City has the right to return said items at the supplier's expense.

2.14 DEFAULT

In case of default by the bidder, the City may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the contract or purchase order and actual cost thereof to the City. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the City.

2.15 DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the City until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting.

2.16 BID BOND

When required, bid will be accompanied by a 5% Bid Bond or a Cashier's Check in an amount not less than the amount indicated on the Bid. Bid Bonds shall be signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond. When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

2.17 PUBLIC RECORDS

Notwithstanding anything to the contrary contained herein or within the other document supplied to the City by the Contractor, the Contractor understands and acknowledges that the City is a governmental entity subject to the State of Tennessee Public Records Act and that any reports, data or other information supplied to the City regarding services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

2.18 WARRANTY

The Contractor warrants to the City that all goods/work shall be free from defects in design and faulty or improper materials and/or workmanship, shall be in strict compliance with the terms of this Agreement and shall be fit and sufficient for the purpose intended. This warranty shall be effective for a period of not less than one year from the date of acceptance by the City of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, express, implied or statutory. The warranty shall survive the termination or expiration of this Agreement.

2.19 TITLE VI INFORMATION

The City does not discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to , access to, or operation of its programs, services, and activities pursuant to Title VI or the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L.101-336.

2.20 COLLUSION

Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

2.21 INDEMNIFICATION

The Contractor shall indemnify, hold harmless, and defend regardless of outcome, the City from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

2.22 ALCOHOL AND DRUG-FREE WORKPLACE

Along with its bid, the bidder shall submit the affidavit certifying compliance, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The affidavit form is attached.

2.23 CONSIDERATION

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid form by the unit bid prices. The results of such comparisons will be available **www,germantown-tn.gov/bids** 'Doing Business with the City'. The City reserves the right to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the City.

2.24 FAILURE TO EXECUTE CONTRACT

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the cash or bid bond which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

2.25 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the City in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the City. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

2.26 SUBJECT TO FUNDING

This Contract is subject to availability and annual appropriation of funds by the Board of Mayor and Aldermen (BMA). In the event sufficient funds for this Contract are not available or appropriated by the BMA for any of its fiscal period during the term hereof, then the City shall immediately terminate this Contract upon written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed to the termination date. Such termination by the City shall not be deemed a Breach of Contract by the City, and the Contractor shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount that have not been earned as of the date of termination.

2.27 BID PROTEST

Any protest concerning the award of this bid shall be addressed to the Procurement Department Director. Protest shall be made in writing to the Procurement Department Director and shall be filed within seven days after the intended award is announced. A protest is considered filed when received by the Procurement Department Director. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The submitted information will be reviewed with the City Attorney and City Administrator to render a final decision and a formal response provided within seven days. This decision relative to the protest shall be considered final.

2.28 BID WITHDRAWAL

At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Procurement Director at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Procurement Director and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

2.29 ADDENDA

Any matter of this bid package that requires explanation or interpretation must be submitted in writing by the Bidder at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. E-mail all questions to the Procurement Department at procurement@germantown-tn.gov All questions will be responded to in the form of written addenda to all Bidders and posted on the City's website; it shall be the vendor's responsibility to check the website for published addenda. All addenda that you receive shall become a part of the contract documents.

No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

Informal inquiries that are informational in nature can be made at any time by calling the Procurement Department at (901) 757-7260.

2.30 CONTRACT AWARD

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Form, or the Contract Award may be awarded to multiple bidders if it is in City's best interest.

2.31 PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid form. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

2.32 CHANGES

The City reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the City. Changes in compensation, which may result from such revisions, shall be documented by an Amendment to the contract and approved by the Procurement Director.

2.33 FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the City promptly in writing of any cause for delay and the City concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

2.34 COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Termination section.

If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

2.35 DEFAULT AND TERMINATION OF CONTRACT

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Contract. Following such termination, the CITY and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

2.36 ILLEGAL ALIENS

Contractor warrants that any contract resulting from this Bid: does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

3. SPECIFICATIONS

3.1 GENERAL SPECIFICATIONS:

The specifications provided are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.

Changes to the bid specifications are not valid unless authorized in writing by the City of Germantown Procurement Department by means of an addendum.

The selected vacuum contractor will be required to work in conjunction with American Tank Maintenance crews. These crews generally work Tuesday through half day Friday, normally 10 hours per day. When the American Tank team is working, the vacuum contractor will be expected to provide vacuuming services. It is expected that it will take no longer than 100 hours of vacuum service time. Note: This is an hourly contract with no guarantees of time. Two persons are required to operate the two trucks and assist with the pipe connecting and vacuum services.

The selected vendor must be able to provide substitute trucks, if there are mechanical problems with the truck(s) assigned to the project.

The hourly rate for vacuum truck and water decanting truck usage shall include all fuel costs. The rate shall also include all costs for removal, transport, and disposal, as well any other incidental costs of operating the trucks for water storage tank cleaning. All hoses and temporary piping are incidental to the hourly cost of the trucks.

BID BOND

A bid bond is not required for this project.

3.2 MATERIAL SPECIFICATIONS

The City requires a vacuum truck with the capability to vacuum semi-fluid sand, small gravel, anthracite coal and iron sludge. The process requires connecting the truck's vacuum system to a 6-inch PVC pipe and drafting the aforementioned materials a vertical distance of 30-feet and a horizontal distance of no more than 150-feet to the truck.

A water decanting truck is required to accompany the vacuum truck. A self-decanting truck is acceptable as a sewer manhole is nearby the work site. If self-decant, the contractor must furnish the discharge hose. The material being vacuumed is very wet in nature. This second truck or the self-decant option allows the water to be moved into a second truck for disposal in the City's sewer system or directly to the sewer system, if self-decanting. The more solid material will remain in the initial vacuum truck for deposit 0.10 tenths of a mile away, on the same property.

The selected vendor must be able to provide substitute trucks, if there are mechanical problems with the truck(s) assigned to the project.

Exceptions:_____

_____

_____

_____

_____

When taking an exception(s) please return the specification page(s) and exception page with your submitted bid package.

3.3 QUESTIONS

Questions concerning specifications need to be sent via e-mail to Procurement Department. All inquiries concerning this Bid should be directed to the Procurement Director, City of Germantown, and 1930 S. Germantown Road, Germantown, TN 38138. Formal inquiries must be submitted in writing via e-mail at Procurement@germantown-tn.gov Informal inquiries that are informational in nature can be made at any time by calling the Procurement Department at (901) 757-7260.

CITY OF GERMANTOWN PROCURMENT DEPARTMENT
SIGNATURE PAGE

City of Germantown
Procurement Department
1930 S. Germantown Rd.
Germantown, TN 38138

BID # 2024-15
BID TITLE: UNDERGROUND WATER STORAGE TANK CLEANING – VACUUM SERVICES
This response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this bid. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification Number	Contractor's License Number (required)	Additional License Numbers (if required)	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)	
Fax Number (with area code)		Email Address	

By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.

Contractor or Authorized Representative's Signature	Date Signed

If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable

By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:
By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:

This page must be signed with an original signature, and returned with your BID documents

BID FORM

COG2024-15 Underground Water Storage Tank Cleaning – Vacuum Services

BIDDER: _____

Bid shall be filled in completely, by the **Contractor,** in the bid schedule by indicating total dollars and cents under UNIT AND EXTENDED PRICE. All costs, including hourly rates, will be included here and will be fully-burdened to include, but not limited to, wages, transportation, lodging, overhead, and per- diem. All figures shall be written in ink or typed. Penciled entries will not be accepted, and will be considered irregular, and rejected.

By submission of this bid, each BIDDER and each person signing on behalf of any BIDDER certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each BIDDER is not on the list created pursuant to § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. § 12-12-101 et seq., and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage.

Concerning the Non-Boycott of Israel Act (T.C.A. § 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies , and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of $250,000 or more and to suppliers with 10 or more employees.

The selected vacuum contractor will be required to work in conjunction with American Tank Maintenance crews. These crews generally work Tuesday through half day Friday, normally 10 hours per day. When the American Tank team is working, the vacuum contractor will be expected to provide vacuuming services.

It is expected that it will take no longer than 100 hours of vacuum service time.
Quantities listed may be increased or decreased to meet the requirements of the City of Germantown during the twelve month period. A minimum is not guaranteed. Unit prices will be upheld during the duration of the contract year including the additional extensions years.

BID FORM

COG2024-15 Underground Water Storage Tank Cleaning – Vacuum Services

The hourly rate for vacuum truck and self-decanting truck usage shall include all fuel costs. The rate shall also include all costs for removal, transport, and disposal, as well any other incidental costs of operating the trucks for storage tank cleaning. All hoses and temporary piping are incidental to the hourly cost of the trucks.

ITEM	DESCRIPTION	APPROXIMATE QUANTITIES	UNIT OF MEASURE	RATE PER UOM	TOTAL (RATE PER UOM X QUANTITIES)
1	Vacuum Truck	100	Per Hour	X $_____.____	= $_____.____
2	Water Decanting Truck	100	Per Hour	X $_____.____	= $_____.____
3	Laborer - Helper	100	Per Hour	X $_____.____	= $ _____.____
TOTAL ALL ITEMS					= $ _____.____

TOTAL BID PRICE, IN WORDS:

_____DOLLARS AND_____ CENTS ($_____ ._____)

Exception(s) Taken: _____

_____

_____

_____

AWARD WILL BE MADE, BY LINE ITEM, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

DELIVERY PROMISED:_____**F.O.B. GERMANTOWN**

TERMS:_____**Discounts will be allowed**

for prompt payments as follows: 10 calendar days, _____%; 15 calendar days, _____%; 20 calendar days_____%; 30 calendar days_____%

FIRM'S NAME: _____ **ADDRESS:** _____

Organized and existing under the laws of the State of _____ **and doing business as:** ☐ **a corporation**

☐ **a partnership** ☐ **an individual** ☐ **a limited liability company, or** _____ **other.**

CITY:_____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____**FAX:** _____ **EMAIL:** _____

NAME: _____ **TITLE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE SIGNED [IN INK] DATED, & RETURNED WITH YOUR BID

CONTRACTOR'S QUALIFICATIONS & REFERENCES

All Contractors for these services must have adequate industry and professional qualifications. The City will confirm the below qualifications and references prior to awarding the Contract.

1. All contractors must be in business for a minimum of **at least three continuous years**.

2. Please note contractor license and qualifications (if applicable):_____

Legal Name of Company: _____

Street/Mailing Address: _____

Type of Entity (corp., LLC): _____ State Est.: _____

Main Telephone No.: _____ Main Facsimile No.: _____

Number of continuous years in _____business: _____

Number of Employees: Full-Time: _____ Seasonal/Part-time: _____

Name of the main contact person and project superintendent planned for this project (including qualifications, experience and technical skills):

_____

_____

Largest similar construction project completed in 2009 to present (if applicable):

- Name of Customer and/or Project and Cost: _____

_____

_____

Project experience with renovations and/or building of pumping stations:

- Name of Customer and/or Project and Cost:

_____

_____

Provide Three References:

1. **Agency Name:**_____

   Date of Project (if applicable):_____

   Specific Services Provided:

   _____

   _____

   Primary Contact Name: _____

   Address: _____

   Telephone: _____

2. **Agency Name:**_____

   Date of Project (if applicable):_____

   Specific Services Provided:

   _____

   _____

   Primary Contact Name: _____

   Address: _____

   Telephone: _____

3. **Agency Name:**_____

   Date of Project (if applicable):_____

   Specific Services Provided:

   _____

   _____

   Primary Contact Name: _____

   Address: _____

   Telephone: _____

CITY OF GERMANTOWN

DRUG AND ALCOHOL TESTING POLICY

All City of Germantown employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. All BIDDERS are required to submit an affidavit, in the form attached hereto, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Germantown. BIDDERS are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful BIDDER and the City of Germantown enter into the Contract & Agreement to file suit in the Shelby County Chancery Court to contest the Contract & Agreement issued to the successful BIDDER on the grounds that it violates said Public Chapter due to the fact that the successful BIDDER did not comply with said Public Chapter. Employers that do not contest the Contract & Agreement within said seven (7) calendar days by filing suit in Shelby County Chancery Court shall waive their rights to challenge the Contract & Agreement for violation of the provisions of Public Chapter 693.

DRUG AND ALCOHOL ABUSE

GENERAL POLICY

This is to establish the City's policy regarding drug and alcohol use and the unlawful possession of controlled substances on City of Germantown premises. The City of Germantown Medical Benefits Program provides clinical treatment for employees and dependents that are experiencing the following disorders or conditions: Mental and Nervous Disorders Treatment, Alcohol and Drug Dependency. The City also provides an Employee Assistance Program.

SCOPE

All employees of the City of Germantown.

PROVISIONS

A. City employees shall not take or be under the influence of any alcohol or illegal drugs while on duty. Employees may not be under the influence of legally prescribed or over-the-counter medications while on duty if such medications would impair their ability to safely and effectively perform their job.

B. City employees are prohibited from the use, possession, manufacture, distribution and sale of drugs at any time, or of alcohol while on duty or while in or on City property or in City vehicles.

C. All property belonging to the City is subject to inspection at any time without notice. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.

D. City employees who have reason to believe another employee is illegally using drugs or narcotics, shall report the facts and circumstances immediately to the supervisor.

E. All City employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. Testing procedures and other rules relating to drug and alcohol abuse are described in the City Drug and Alcohol Testing Policy or the respective department drug and alcohol policies.

F. Failure to comply with the intent or provisions of this policy or the applicable drug and alcohol testing policy may be used as grounds for disciplinary action, up to and including termination. (See Policy on Disciplinary Action.)

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*
_____, (the "Company") and makes oath that: (i) the Company has received a copy of the relevant portions of the City of Germantown Drug and Alcohol Testing Policy; (ii) the Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Germantown; and (iii) the Company has in effect a drug and alcohol testing policy at least as stringent as that of the City of Germantown.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____

TITLE VI INFORMATION

1. The City of Germantown agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.

2. The Contractor is requested, but is not obligated, to include the attached disclosure sheet, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____Male _____Female

2. Number of Contractor's Employees Who Are:

_____Caucasian _____African-American

_____Other (please specify) _____

_____

_____

_____

STATEMENT OF NO BID

TO OUR SUPPLIERS: Please take a few minutes to complete this form and return it to procurement@germantown-tn.gov or fax 901-757-7258 if you are submitting a "No Bid" response.

We ask that you place an "X" on the appropriate blank that corresponds with your company's "No Bid" response.

1. _____ Specifications too "tight", i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)

2. _____ Specifications are unclear. (Briefly explain below)

3. _____ We are unable to meet specifications.

4. _____ Insufficient time to respond to the Invitation to Bid. (Briefly explain below if fault of City)

5. _____ Our schedule would not permit us to perform within the required time.

6. _____ We are unable to meet bond requirements.

7. _____ We are unable to meet insurance requirements.

8. _____ We do not offer this product or service.

9. _____ Other (specify below)

FURTHER REMARKS: (e.g., name change, address, phone or Fax change)

_____

_____

_____

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE:_____

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this _____ day of _____ 20___ by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the "**CITY**") and _____ [**insert name of CONTRACTOR**], a _____ [**State where CONTRACTOR established, but only if an entity, not applicable to sole proprietorships**] _____ [**type of entity – e.g., corporation, LLC, partnership, sole proprietorship**] (herein the "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the CITY desires to contract with a provider of Underground Water Storage Tank Cleaning – Vacuuming Services (herein the "**Contract Items**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the CITY under No. COG2024-15 Underground Water Storage Tank Cleaning – Vacuuming Services (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on April 8, 2024 and ending on April 7, 2025. This Contract may be extended by the CITY for two (2) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of thirty six (36) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the CITY at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the CITY under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the CITY are payable within thirty (30) days from receipt, provided they have first been approved by the CITY department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The CITY reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the CITY department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Germantown, 1930 South Germantown Road, Germantown, Tennessee 38138. In the event any Contract Items are deemed unacceptable, the CITY'S representative shall notify the CONTRACTOR of the deficiencies in writing and the CITY may withhold payment until the deficiencies are corrected to the satisfaction of the CITY, such determination to be made in the sole and absolute discretion of the CITY. All invoices must clearly indicate the Purchase Order number.

4.00 ADDITIONAL SERVICES

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the CITY.

6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the CITY regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Contract. Following such termination, the CITY and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the CITY in good and working condition. If the CONTRACTOR is notified in writing by the CITY of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the CITY'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the CITY; or (ii) refund to the CITY the charge paid by the CITY which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars ($500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. Errors and Omission Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Errors and Omissions Liability coverage in the amount of Five-Hundred Thousand Dollars ($500.000) for miscellaneous errors and omissions damages when called for in the Invitation to Bid.

11.05. Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all

solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY.

16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(i) To: City of Germantown
1930 South Germantown Road
Germantown, TN 38138
Facsimile: (901) 757-7258

(ii) To: [**Insert Name of CONTRACTOR**]
_____
_____
Facsimile: ( ) _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 FACSIMILE; PDF SIGNATURES

Execution and delivery of this Agreement and all agreements entered into in connection with the transaction set forth herein (the "Collateral Agreements") by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement and Collateral Agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

29.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

CITY OF GERMANTOWN, TENNESSEE

By: _____
Mike Palazzolo, Mayor

ATTEST:

By: _____
CITY Clerk/Recorder

APPROVED AS TO FORM:

_____
City Attorney

_____

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

CONTRACTOR's Mailing Address:
_____
_____

CONTRACTOR's Telephone Number:
(_____)_____

CONTRACTOR's Facsimile Number:
(_____)_____

EXHIBIT "A"

Invitation to Bid No. COG2024-15

EXHIBIT “B”

CONTRACTOR’S Bid