

Request for Proposals
City of McKenzie 2026 Paving Program
Resurfacing of McKenzie Streets
City of McKenzie, Tennessee
P. O. Box 160
2470 Cedar Street
McKenzie, Tennessee 38201

Sealed Proposals will be received by the City of McKenzie, Tennessee, for the Resurfacing of McKenzie Streets at the City Hall, McKenzie, Tennessee 38201, on or before August 13, 2026, 5:00 p.m., C.D.T. Project to include resurfacing listed streets with a 2.0 inch layer of compacted hot mix asphalt paving. Preliminary estimates are approximately 16,312 square yards and 1,862 tons; however, Bidders are responsible for estimating their own quantities.

The envelope containing the proposal must be sealed and plainly marked "City of McKenzie 2026 Paving Program". The sealed bids, invited by the City of McKenzie, will be received by the City of McKenzie, P. O. Box 160, 2470 Cedar Street, McKenzie, Tennessee 38201, until August 13, 2026, 5:00 p.m., C.D.T. at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable. In making its award, the City will evaluate, in addition to pricing, references, work load, and past performance. In short, the lowest price quoted may not win the subsequent award, as these other evaluation criteria are extremely important to the City and the City's evaluated decision shall be final. It is the policy of the City of McKenzie that all City sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at 731-352-2292 option 4 at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

Proposals must be made on the Proposal Forms and in accordance with Instructions to Bidders furnished by the City of McKenzie. The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto. A proposal bond or certified check must accompany the Proposal, in accordance with the Instructions to Bidders.

The City reserves the right to reject any or all Proposals regarding the City of McKenzie 2026 Paving Program, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

Date: _____

INSTRUCTIONS TO BIDDERS
PAVING PROGRAM FOR CITY OF MCKENZIE STREETS

1. RECEIPT AND OPENING OF PROPOSALS

The City of McKenzie invites and will receive Proposals on the forms attached hereto, on which all information must be appropriately completed. Proposals will be received at City Hall until 5:00 p.m. C.D.T. on August 13, 2026, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to the honorable Ryan Griffin, Mayor, City of McKenzie, and plainly marked "Proposal for City of McKenzie 2026 Paving Program".

Bidders must furnish the following information in writing with their submission:

- a. The Request for Proposals
- c. The Instructions to Bidders
- d. The Contractor's Proposal
- e. The General Specifications
- f. The resolution of the City ordering or authorizing the work and services contemplated herein
- g. The Performance Bond
- h. This instrument
- i. Non-Collusion Affidavit
- j. Child Crime Affidavit
- k. Drug-Free Workplace Affidavit
- l. Illegal Alien Prohibition
- m. Iran Divestment Act Certification of Non-inclusion
- n. Form I or Form II to indicate Title VI compliance

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of bids for work and must be signed by the Bidders. All blank spaces in each Proposal Form, together with appropriate schedules, must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, in ink, and initialed by the Bidder in ink.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Proposal for City of McKenzie 2026 Paving Program". If forwarding by

mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in the amount of \$25,000.00. The total shall be a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract on the attached form, to do the work covered by such Proposal and at the rates stated therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Bidder have executed the Contract, or, if no Bidder's Proposal has been selected within thirty (30) days after the date of the opening of Proposals, upon demand of the Bidder at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

Each Proposal must also be accompanied by a certificate of insurance evidencing the coverage set forth in Section 12.00 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award has been mailed by the City to the Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have been awarded will be required to execute three (3) copies of the Contract on the form attached hereto and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award, and Bidder's proposal security may be declared forfeited to the City as liquidated damages. The award may then be made to the next best qualified Bidder or the work readvertised for Proposals as the City may elect.

5. SECURITY OF PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person

submitting the Proposal in the event it is the successful Bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Bidder will be required to furnish a performance bond as security for the faithful performance of this Contract. The bond shall reflect the Contractor's Bid, to be determined according to basis of payment referenced in Section 13.00 below.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The form of the bond is appended hereto.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the General Specifications and Proposal, including all incidentals necessary to complete fully said work in accordance with the Contract Documents.

8. **CONDITIONS**

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. **ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to the honorable Jill Holland, Mayor of McKenzie. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed to all prospective Bidders, not later than five (5) days prior to the date fixed for the opening of Proposals.

10. **NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER**

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder whether corporation, partnership, or individual shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after the Bidder's signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

11. **COMPETENCY OF BIDDER**

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use on the Contract
- (b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants
- (c) Evidence that the Bidder is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Tennessee or a sworn statement that it will take necessary action to become so licensed if its Proposal is accepted
- (d) Evidence, in form and substance satisfactory to City, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal

In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents
- (b) Evidence, in form and substance satisfactory to City, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents

- (c) Evidence, in form and substance satisfactory to City, that Bidder's experience as a going concern in Resurfacing derives from operations of comparable size to that contemplated by the Contract Documents
- (d) Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 11 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

12. DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Proposal:

- (a) Evidence of collusion among Bidders
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted
- (d) Default on a previous municipal contract for failure to perform

13. BASIS OF THE PROPOSAL

Lump Sum

14. QUANTITIES

The contract is for a lump sum proposal for the Resurfacing of a Parking Lot and Walking Trail and all appurtenances. Bidders are responsible for estimating their own quantities.

15. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

Therefore, the City intends to award the Contract within thirty (30) days following the date that Proposals are publicly opened and read.

GENERAL

A. SCOPE OF WORK

The project generally consists of: vegetation removal, surface cleaning, preparatory paving repairs and crack sealing, any incidental repair excavation and preparation (milling) of the subgrade for the streets listed below, with installation and compaction of mineral aggregate base, replace/repair asphalt/concrete curbing as needed, painting pavement lines, and resurfacing the streets with a 2" inch layer of compacted hot mix asphalt paving.

Overlay 2" HMA w/all compaction and prep work

Street	Begin	End	Length-ft	Width-ft	Sq. Yd.	Tons HMA
David Street	Cole Street	Hwy 79	5,011	22	12,249	
Field Street	Locust	Magnolia	480	15	800	
Locust Ave	Mulberry	Park	590	24	1,573	
Depot Parking	Lee	Bruce	80	62	551	
City property	Cedar St	University	125	82	1,139	
					16,312	1,862.10

1 cubic ft. HMA = 145 lb

B. RELATED DOCUMENTS

1. PLANS, provided separately, and an integral part of this Contract.
2. All construction shall conform to the most recent edition (January 1, 2026) of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction and the Standard Roadway and Structure Drawings and as additionally hereinafter supplemented by specifications.

Copies of related Tennessee Department of Transportation documents may be downloaded free from:

<http://www.tn.gov/tdot/article/transportation-construction-2026-standard-specifications>

or purchased from:

The Construction Division Office
State of Tennessee Department of Transportation
James K. Polk Bldg.
Nashville, TN 37234-0350

C. PLANS AND SPECIFICATIONS

1. The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and for all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the OWNER.
2. These specifications, the Supplemental Specifications, the Plans, Special Provisions and all other documents which are part of the Contract, are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Special Technical Specifications will govern over these Specifications, PLANS will govern over both. In interpreting PLANS, calculated dimensions will govern over scaled dimensions; Plans, typical cross- sections, and approved working drawings will govern over standard drawings.

The CONTRACTOR shall take no advantage of any error or omission in the Plans or Specifications or of any discrepancy between the Plans, the Specifications, or any other of the Contract documents which may apply. In the event the Contractor discovers any error or discrepancy, he shall immediately call upon the ENGINEER for his interpretation and decision; such decision shall be final. At the Contractor's request, such decision may be had in writing.

3. The PLANS and Detailed Drawings contained therein shall govern over the Tennessee Department of Transportation's Standard Drawings.
4. Any discrepancies found between the PLANS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the PLANS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

D. WORK SEQUENCE

1. Coordinate the construction schedule and operations with the Owner's Representative. Every effort will be made by the CONTRACTOR to meet the specified deadline for completion of work on the project. Liquidated damages will be applied for each day over the deadlines for the work on the project.
2. Construct the work in stages to accommodate the use of premises by property owners and the OWNER during the construction period; coordinate the construction schedule and operations with the OWNER's Representative.
3. Construct the work in stages to prevent erosion and to control sediment.

E. CONSTRUCTION STAKING

The Contractor will provide construction staking for the project.

F. CONTRACTOR'S USE OF PREMISE

1. Contractor shall limit his use of the premises for Work and for storage, to allow for:
 - a. Owner occupancy.
 - b. Public use.
2. Contractor shall coordinate use of premises under direction of Owner's representative.
3. Contractor shall assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.
4. Contractor shall move any stored products, under Contractor's control, which interfere with operations of the Owner.
5. Contractor shall obtain and pay for the use of additional storage areas needed for operations.

SUPPLEMENTAL SPECIFICATIONS

A. COMPACTION

Compaction for subgrade, base, and surface materials, as well as for pipe and structure backfill, shall conform to the TDOT Standard Specifications and the Plans. The equipment used for compaction of backfill material shall be equipment

specifically designed to compact these materials. Equipment not specifically designed for compaction shall not be approved for use.

B. CONCRETE FINISHING

All applicable TDOT specifications shall be followed for concrete finishing operations. The following specifications are intended to supplement the TDOT Standard Specifications.

Water

No water shall be added to the concrete mix after it leaves the plant.

Slump

Written approval from the Owner's ENGINEER must be obtained to exceed the specified TDOT maximum slump for the particular structure or pavement in questions. In no case shall approval be given for the slump of concrete to be greater than 5 inches. If approval is given by the ENGINEER to exceed the TDOT maximum slump, no additional water shall be applied to concrete pavement and sidewalk surfaces for the purposes of hastening the finishing process.

Screeding or Striking Off

Screeding must be completed before there is excess moisture or bleed water on the surface.

Bull Floating

Bull floating should immediately follow screeding and must be completed before there is excess moisture or bleed water on the surface. Do not seal the surface by bull floating because this may prevent the bleed water from surfacing.

Edging

Use a wide edger, which covers a large area in order to avoid sealing the surface.

Waiting

After the edging step is completed, all finishing operations shall cease until all water has evaporated or been removed and until the concrete will sustain a maximum 1/4 inch indentation when stood upon.

Jointing or Grooving

The depth of contraction joints shall be 1/4 the thickness of the slab.

Hand Floating (Optional)

If hand floating is done, it will only be permitted after the waiting period.

Brooming

In addition to Section 701 of the TDOT Standard Specifications, the broom shall not contain excess water. If the broom is washed during the finishing operation, it shall be

shaken thoroughly to remove any excess water before reapplying the broom to the surface.

Sawing Joints

Joints made with a power saw shall be cut within 4 to 12 hours after the slab has been placed and finished. Joints shall be cut as soon as the concrete surface is firm enough not to be torn or damaged by the blade, and before random shrinkage cracks can form in the slab.

Curing in Cold Weather

The protection of concrete in cold weather shall be maintained for 120 hours after placing as specified in Section 604 of the TDOT Standard Specifications. At the end of the curing period, let the concrete cool gradually to air temperature to avoid cracking due to thermal shock.

The method of cold weather protection shall be outlined by the CONTRACTOR in advance to the ENGINEER, and the ENGINEER shall approve the method to be used in writing. The ENGINEER may specify that the protection be above and beyond what is required by TDOT.

Cold weather protection methods that may be considered for approval include, but are not limited to, the following:

- Insulating blankets designed specifically for protecting concrete slabs and structures. The manufacturer's specifications shall be submitted to the ENGINEER prior to approval of this method.

Curing in Hot Weather

Protect the concrete against moisture loss at all times during placing and during the curing period.

C. CONCRETE CURING

All curing methods shall conform to Section 501 of the TDOT Standard Specifications. When using the Impervious Membrane Method, the CONTRACTOR shall submit the manufacturer's application specifications to the ENGINEER prior to initiation of use.

D. PRECAST CONCRETE PIPE, CATCH BASINS AND MANHOLES

All precast concrete pipe, catch basins, and manholes shall be manufactured by a National Precast Concrete Association (NPCA) certified production facility, and shall conform to the dimensions shown in TDOT standard drawings.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20XX by and between the City of McKenzie, a Municipal Corporation of Carroll County, Tennessee, (hereinafter called the "CITY"), and _____ (Hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the ____ day of _____, 20XX, submit a Proposal to perform City of McKenzie 2017 Paving Program within the City and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted a contract for services within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, and all other items necessary to perform City of McKenzie 2026 Paving Program as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Request for Proposals
 - b. The Instructions to Bidders
 - c. The Contractor's Proposal
 - d. The General Specifications
 - e. The resolution of the City ordering or authorizing the work and services contemplated herein
 - f. The Performance Bond
 - g. This instrument
 - h. Non-Collusion Affidavit
 - i. Child Crime Affidavit
 - j. Drug-Free Workplace Affidavit
 - k. Illegal Alien Prohibition
 - l. Iran Divestment Act Certification of Non-inclusion
 - m. Form I or Form II to indicate Title VI compliance
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party

from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:

- a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- b. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of this ____ day of _____, __20XX.

CITY OF MCKENZIE, TENNESSEE

A Municipal Corporation of Carroll County, Tennessee

By: _____
Mayor

and: _____
City Clerk

SEAL OF THE CITY OF
MCKENZIE, TENNESSEE

ATTEST:

Secretary

By: _____
"Contractor"

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THE PRESENTS, That we, _____
(hereinafter called "Principal"), as Principal and _____, a
corporation organized and existing under the laws of the State of Tennessee and
authorized to transact business in the State of Tennessee (hereinafter called "Surety"), as
Surety, are held firmly bound unto _____ (hereinafter called
"Obligee"), as Obligee, in the penal sum of _____ DOLLARS
(\$ _____), good and lawful money of the United States of America, for the
payment of which, well and truly to be made, we bind ourselves, our heirs, Mayors,
executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated
the ____ day of _____, 20XX, for City of McKenzie 2026 Paving Program, which
Contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the
Principal shall faithfully perform the Contract on his part, free and clear of all liens arising
out of the contract and indemnify and save harmless the Obligee from all loss, cost or
damage that he may suffer by reason of the failure so to do, then this obligation shall be
void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained
against Surety on this bond unless the same be brought or instituted within one (1) year
after the date of completion or default by Principal. Written Notice to Principal and Surety
must be given within thirty (30) days after the occurrence of an alleged default or failure to
perform.

Signed and sealed this ____ day of _____, 20XX.

(SEAL)

PRINCIPAL

By: _____

(SEAL)

SURETY

By: _____

CONTRACTOR'S PROPOSAL
FOR City of McKenzie 2026 Paving Program

To: The Mayor of the City of McKenzie, Tennessee

Proposal of _____ (an individual) (a partnership) (a corporation duly organized under the laws of the State of Tennessee).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for City of McKenzie 2026 Paving Program for the City of McKenzie, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth.

BIDDER

By: _____

Principal office address

(CITY) (STATE) (COUNTY)

TELEPHONE: _____

BID FORM

Bid Submittal

Bid price to furnish all labor, equipment and materials for the City of McKenzie 2026 Paving Program and all appurtenances as set forth in the contract documents.

LUMP SUM FOR CITY OF MCKENZIE 2026 PAVING PROGRAM

RESURFACING:

Lump Sum \$ _____

TOTAL: Lump Sum \$ _____

SUBMITTED BY:

_____ By: _____

Bidder

Business Address	Signature
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City, State & Zip Code	Title
------------------------	-------

Date _____ Business Telephone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McKenzie or any person interested in the proposed Contract; and

(5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____

Child Crime Affidavit

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20____

My commission expires: _____

DRUG-FREE WORK PLACE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

Title _____

My Commission expires _____

Prohibition of Illegal Immigrants Compliance Affidavit

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. 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 the bidder is in compliance.

Vendor Name (Printed) _____

Address _____

By (Authorized Signature) _____

Date Executed _____

Printed Name and Title of Person Signing

Notary public:

Subscribed and sworn to me this _____ day of _____ 20____

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Non-inclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-106. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the following:

[http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106.Iran_Divestment_Act-July.pdf)

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 T.C.A § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this ____ day of _____ 20__.

My commission expires: _____

Assurance of Compliance under Title VI of the Civil Rights Act of 1964

Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the **City of McKenzie**, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the **City** and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the **City**.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized **City** personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the **City** shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the **City**. In the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains

ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

(Applicant)

By _____ Dated _____

(Title of Authorized Official)

Address _____

