

ADVERTISEMENT FOR BIDS

Project No. _____

Owner: _____

Separate sealed bids for _____ for

_____ will be received by _____ at

the office of _____ until

_____ o'clock A.M./P.M., C.S.T./E.S.T. _____, 20____, and then at

said office publicly opened and read aloud.

Bids must be submitted in a sealed envelope, bearing on the outside the name and address of the Bidder and the name of the project: “_____.” If forwarded by mail, the sealed envelope must be enclosed in another envelope.

The Information for Bidders, Form of Bid, Specifications, and, and other contract documents may be examined or obtained at the following:

The owner reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw their bid within 60 days after the actual date of the opening thereof.

_____ is an Equal Opportunity Employer. _____

prohibits discrimination on the basis of race, color, religion, sex, or national origin, in the admissions or access to, or treatment, or employment in its programs or activities.

Date: _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

The _____ (herein called the "Owner), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of _____ until _____ o'clock A.M./P.M., C.S.T/E.S.T, _____, 20____, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to _____ at _____ and designated as bid for _____.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and the Iran Divestment Act Certification. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted.

3. Method of Bidding:

The Owner invites the following bid(s):

TOTAL AMOUNT MUST INCLUDE ALL APPLICABLE COST, INCLUDING BUT NOT LIMITED TO SHIPPING, FREIGHT, DELIVERY, AND ASSEMBLY. PAYMENT BY INVOICE.

4. Qualification of Bidder:

The Owner may make such investigations as s/he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" or Purchase Order from the Owner and to fully complete the project within _____ consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter.

6. Addenda and Interpretations:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

All requests for such interpretation should be in writing addressed to _____ at _____ and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the bid submission.

7. Laws and Regulations:

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 construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

8. Method of Award - Lowest Qualified Bidder:

After receiving bids and determining the amount of funds estimated by the OWNER as available to finance the contract, the OWNER will award the contract based upon the lowest and most responsive bid. The lowest responsible bidder will be determined upon the basis of the lowest base bid or lowest base bid combined with alternates (additive or deductive) and meeting the bid specifications. If the contract is to be awarded based on the lowest base bid with alternates, alternates will be accepted in the numerical order in which they are listed in the Form of Bid. The OWNER may not negotiate with any Bidder to reduce or alter the submitted bid.

9. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

All vehicles and equipment submitted in the bid must MEET OR EXCEED the OWNER'S specifications and MUST meet all applicable ISO, NFPA, or other state industry standards.

Charges or terms for delivery of apparatus must be clearly stated on the bid form. Apparatus must be able to be delivered within the terms stated in the "*Time of Completion and Liquidated Damages*", under its own power, and will be subjected to tests to determine its performance and reliability as a condition of sale.

BIDDER discounts and terms, if any, must be clearly stated in the submitted bid.

BID FOR UNIT PRICE CONTRACTS

Place _____

Date _____

Project No. _____

Proposal of _____ (hereinafter called "Bidder")¹
a corporation, organized and existing under the laws of the State of _____,
partnership, or an individual doing business as _____.
To the _____ (hereinafter called "Owner")

The Bidder, in compliance with your invitation for bids for the purchase of a _____
, having examined the specifications with related documents, and being familiar with all
of the conditions related to the proposed project including the availability of materials
and labor, hereby proposes to deliver all equipment in compliance with the
specifications, within the time set forth therein, and at the prices stated below. These
prices are to cover all expenses incurred in performing the work required under the
contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be
specified in written "Notice to Proceed" or Purchase Order from the Owner and to fully
complete the project within _____ consecutive calendar days thereafter as stipulated
in the specifications. Bidder further agrees to pay as liquidated damages the sum of
\$_____ for each consecutive calendar day in excess of the agreed upon time period
of completion and delivery.

¹ _____
Insert corporation, partnership or individual as applicable.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

| <u>ITEM NO.</u> | <u>EST. QTY.</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> <u>(Each)</u> | <u>Total</u> |
|-----------------|------------------|--------------------|------------------------------------|------------------------------|
| 1 | _____ | _____ | Dollars & Cents (\$_____) | Dollars & Cents (\$_____) |
| 2 | _____ | _____ | Dollars & Cents (\$_____) | Dollars & Cents (\$_____) |
| 3 | _____ | _____ | Dollars & Cents (\$_____) | Dollars & Cents (\$_____) |
| | | | TOTAL OF BID | \$_____ |

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will supersede.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Respectfully submitted:

By: _____
(Signature)

(Name & Title)

(Business Address, State, & Zip Code)

BID FOR LUMP SUM CONTRACTS

Place _____

Date _____

Project No. _____

Proposal of _____ (hereinafter called "Bidder") (a
 _____ corporation/a partnership/an individual doing
 _____ (State) STRIKE OUT INAPPLICABLE TERMS
 business as _____)
 To the _____ (hereinafter called
 "Owner")

The Bidder, in compliance with your invitation for bids for the purchase of a

 having examined the specifications with related documents, and being familiar with all of
 the conditions related to the proposed project including the availability of materials and
 labor, hereby proposes to deliver all equipment in compliance with the specifications,
 within the time set forth therein, and at the prices stated below. These prices are to cover
 all expenses incurred in performing the work required under the contract documents, of
 which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be
 specified in written "Notice to Proceed" or Purchase Order from the Owner and to fully
 complete the project within _____ consecutive calendar days thereafter as stipulated
 in the specifications. Bidder further agrees to pay as liquidated damages the sum of
 \$_____ for each consecutive calendar day in excess of the agreed upon time period
 of completion and delivery.

Bidder acknowledges receipt of the following addendum:

BASE PROPOSAL: Bidder agrees to perform all the work described in the specifications
 and shown on the plans for the (\$_____) (Amount shall be shown in both words and
 figures. In case of discrepancy, the amount shown in words will supersede.)

ALTERNATE PROPOSALS

Alternate No. 1: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 2: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 3: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 4: _____

Deduct the sum of _____ (\$ _____)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By: _____
(Signature)

(Name & Title)

(Business Address, State, & Zip Code)

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Parts 183 and 215 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

1. By submitting this proposal, the prospective bidder acknowledges that it must have an active SAM UEI (Unique Entity ID) to be awarded this contract and that without an active SAM UEI the bidder's proposal may be disallowed.
2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SAM Entity ID: _____ Expiration Date: _____

Active Exclusions: Yes No

**IRAN DIVESTMENT
ACT**

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

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 hereto 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.

I affirm, under the penalties of perjury, this statement to be true and correct.

_____ Date

_____ Signature of Bidder

_____ Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City/County of _____** may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The **City/County of _____** makes a determination that the goods or services are necessary for the **City/County of _____** to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION OF NON-BOYCOTT OF ISRAEL

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

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

I certify this statement to be true and correct.

Bidder Name Printed

Date

Signature of Bidder

Company