

# Harpeth Wastewater Cooperative

May 14, 2024

Harpeth Wastewater Cooperative  
RFP for HWC Flow Monitoring Services

To Whom It May Concern:

Berry's Chapel Utility Inc. dba Harpeth Wastewater Cooperative ("HWC") is seeking proposals from qualified firms to provide temporary flow monitoring services in the Utility's sanitary sewer collection system as part of an ARP project.

Proposals shall be delivered to Inflo Design Group via email before 3:00 p.m. **May 30, 2024**. A Proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time deadline. As long as the proposals are complete, they may be submitted in PDF format via email if so desired to Kevin Colvett ([kevin.colvett@inflodesign.com](mailto:kevin.colvett@inflodesign.com)). Upon delivery, please request a "read receipt" or some mechanism of confirmation that the Proposal was received.

**HARPETH WASTEWATER  
COOPERATIVE  
RFP FOR HWC FLOW MONITORING  
SERVICES**

 Harpeth Wastewater Cooperative

May 2024



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## **1. NAME OF OWNER**

Harpeth Wastewater Cooperative  
106 Mission Court, Suite 104A  
Franklin, TN 37067

## **2. BACKGROUND**

The Harpeth Wastewater Cooperative (HWC) is seeking proposals from qualified firms to provide temporary flow monitoring services in the Utility's sanitary sewer collection system. The goal of this effort will be to gather baseline data for planning purposes and to determine if excessive inflow/infiltration exists in portions of the system. The proposal should include four temporary monitors, installed for at least 2 months, at locations authorized by the Owner. Also included in this proposal is a second round of flow monitoring, anticipated to take place after repairs and upgrades to the collection system. All contracting services shall be performed under the guidance of the Director of HWC or their designated representative.

The purpose of this RFP is to solicit information and unit pricing from qualified firms for the specified temporary flow monitoring services and to set forth the terms and conditions whereby HWC may enter into a contract to provide the services described herein. With the assistance of the qualified firm, the Utility will undertake temporary flow monitoring projects identified through the program, focusing primarily on specific sub-basins within the collection system. The Utility reserves the right to negotiate and contract with any firm suited to provide the services described herein or to reject all proposals.

A map of the collection system is included with this RFP, however, one aspect of this work will be to update the map. The most current shape files will be provided upon request.

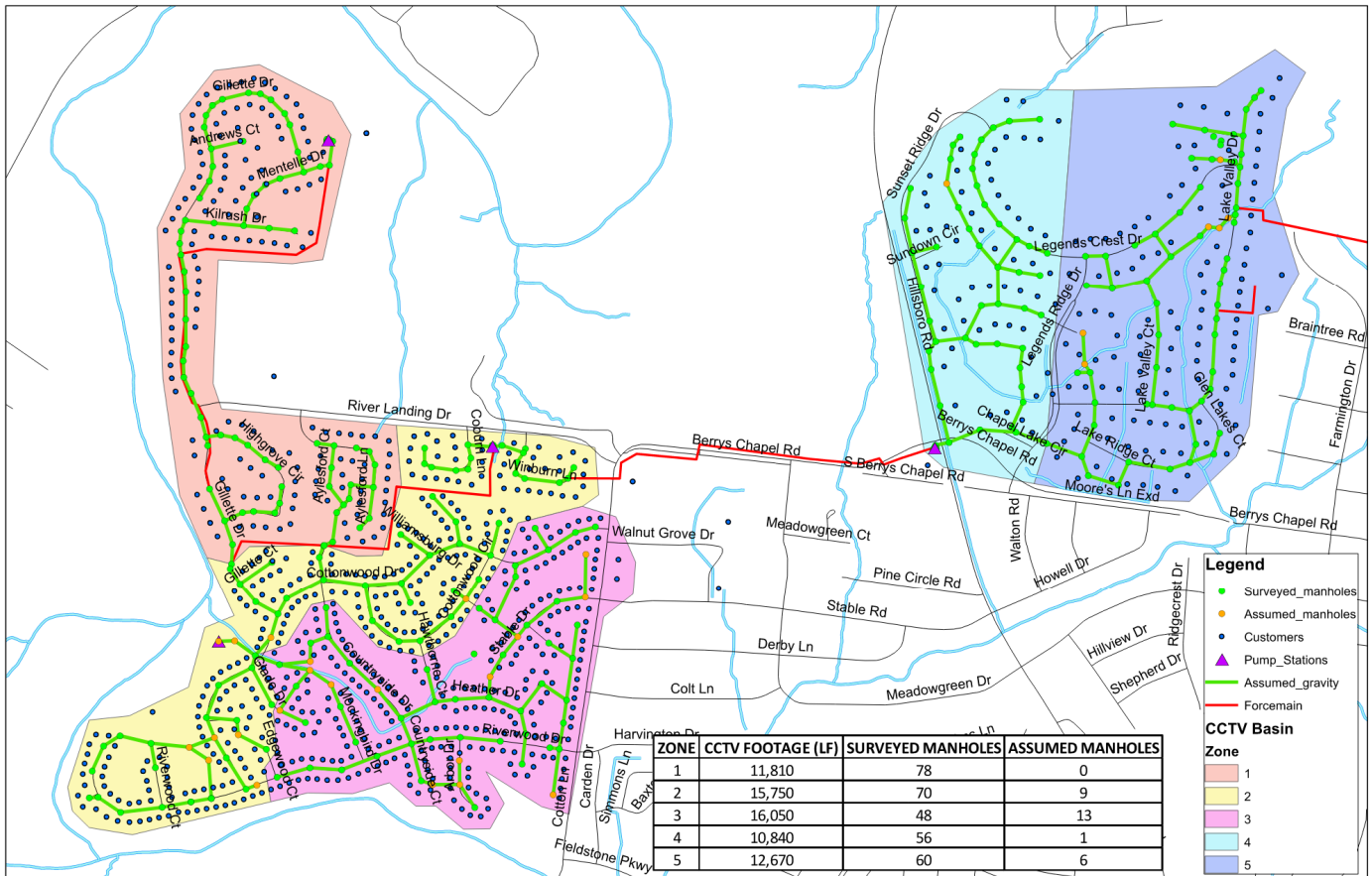


Figure 1: HWC Sewer System

## 3. INSTRUCTIONS TO BIDDER

### 3.1 GENERAL CONDITIONS

#### 3.1.a General Information

HWC is preparing a thorough investigation of the current flow rates and flow patterns of the existing sewer collection system. To accomplish this, HWC is seeking a qualified contractor to install flow monitoring instruments and data collection systems at various key points around the system.

The installation of these instruments is expected to begin BEFORE **June 15, 2024**. These instruments will be required to be maintained in location for at least two months from the date they are brought online. All data collected are expected to be made available on as close to a real-time basis as is practical, as well as compiled and delivered to Inflo Design Group and the HWC staff on a regular basis.

Additional information on the proposed project can be obtained by contacting Kevin Colvett at Inflo Design Group at [kevin.colvett@inflodesign.com](mailto:kevin.colvett@inflodesign.com).

#### 3.1.b Interpretation of Proposals

Questions or comments regarding these instructions or specifications shall be directed to the Engineer. The person submitting the request shall be responsible for its prompt delivery.

#### 3.1.c Proposal Openings

Proposals shall be delivered to Inflo Design Group via email before 3:00 p.m. **May 30, 2024**. A Proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time deadline. As long as the proposals are complete, they may be submitted in PDF format via email if so desired to Kevin Colvett ([kevin.colvett@inflodesign.com](mailto:kevin.colvett@inflodesign.com)). Upon delivery, please request a "read receipt" or some mechanism of confirmation that the Proposal was received.

#### 3.1.d Award or Rejection

The award will be based upon a variety of factors with percentage weights indicating the importance of each, including:

- Cost (50%)
- Quality and thoroughness of the proposal (12.5%)
- Exceptions taken within the proposal (12.5%)
- References (12.5%)

- Ability to comply with ARP requirements (12.5%)

HWC reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any minor irregularities or informalities in the proposal.

The intent is to select a proposal within 7 days of the proposal's due date.

## 3.2 SPECIFICATION

### 3.2.a Scope of Services

#### 3.2.a.1 Task A. Mobilization and Meter Installation

- ENGINEER will provide tables and map figures detailing the installation locations of 4 flow monitors and one rain gauge to be used in the collection of sewer flow data in the HWC collection system. Flow monitors will be installed in the manholes and the rain gauge will be installed at the wastewater treatment plant.
- ENGINEER will coordinate the installation of the flow monitoring and rain gauge equipment with HWC and the **contractor**. ENGINEER will accompany the **contractor** during the **contractor's site investigations and meter installations.**

#### 3.2.a.2 Task B. Flow Monitoring

- Equipment:

Flow monitoring equipment **provided by the contractor** will be of the area/velocity type and consist of three main hardware components: mounting gear, velocity/depth sensors, and metering device/control units (which include the CPU, solid-state memory system, and synchronized clock). The meter system will have the ability to measure depth (level) with ultrasonic and/or pressure sensors, including the ability to measure surcharged conditions. The design of the flow meter sensor will minimize effects on wastewater flow hydraulics. The device will be a battery-powered solid-state device with on-board data storage. The rain gauge **supplied by the contractor** will be tipping bucket type.

Once installed, the monitors will be activated and set to take readings at 15-minute intervals. The **contractor's field crews** will take a minimum of two manual depth readings with a ruler, and velocity readings with a portable, instantaneous velocity-metering order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.
- Preventative Maintenance:

During the course of the project and as part of the **contractor’s quality control program**, diagnostics will be performed at each station to confirm that the equipment is in proper working condition. Diagnostics will occur during the typical dry day minimum flow conditions and during typical dry day maximum flow conditions. More complex problems will be addressed by trained electronic technicians. **The contractor will provide a 95% uptime guarantee.**

c. Data Collection:

Once activated and confirmed to be working properly, depth and velocity data will continuously be collected and reviewed by ENGINEER to reduce the potential for data loss.

**3.2.a.3 Task C. Demobilization**

a. Demobilization:

Data collection and confirmations will be performed by the ENGINEER and contractor until the end of the monitoring period. Once authorized, the contractor’s crews will immediately begin removing the flow monitors.

b. Data Delivery:

All data collected during the period of study will be delivered by the contractor to the ENGINEER and HWC on external hard drives or approved file-sharing service.

**3.2.b Schedule**

The baseline services provided in this scope of work shall be performed over a 2-month period from the effective date of this task order. The project may be extended by one (1) month in the event that sufficient rainfall does not occur.

**Flow Monitoring Schedule**

<b>Activity Completion</b>	<b>From NTP Issuance</b>
Mobilization and Meter Installation	1 week
Flow Monitoring	8 weeks (12 weeks) <sup>1</sup>
Demobilization	10 weeks (14 weeks) <sup>1</sup>

<sup>1</sup>The contract cost is based on two months of flow monitoring. In the event that sufficient rain events do not occur, the period of flow monitoring can be extended by one month for an additional fee. This would apply to both the pre and the post repair monitoring efforts.



### 3.2.c Unit Costs

Interested firms are requested to provide the basic project costs in the table below. Costs for mobilization, field crew work, expenses, etc. are to be rolled into the unit costs below. Alternatively, interested firms may submit a separate cost proposal in their standard format.

#### Contractor’s Estimated Baseline Cost of Services: Pre-Repairs Monitoring

Equipment/Service	Unit Cost	Est. Qty	Period	Total Cost
Flow Monitoring	_____ / Meter-Month	4	2 Months	
Rain Gauge	_____ / Month	1	2 Months	
Flow Monitoring Installation and Removal	_____ / EA	4	One Cycle	
Rain Gauge Installation and Removal	_____ / EA	1	One Cycle	
Final Report and Data Transfer	LS	1	Within 2 weeks of meter removal	

**Total Est. Baseline Cost of Services (2024):** \_\_\_\_\_

#### Contractor’s Estimated Baseline Cost of Services: Post-Repairs Monitoring

Equipment/Service	Unit Cost	Est. Qty	Period	Total Cost
Flow Monitoring	_____ / Meter-Month	4	2 Months	
Rain Gauge	_____ / Month	1	2 Months	
Flow Monitoring Installation and Removal	_____ / EA	4	One Cycle	
Rain Gauge Installation and Removal	_____ / EA	1	One Cycle	
Final Report and Data Transfer	LS	1	Within 2 weeks of meter removal	

**Total Est. Baseline Cost of Services (2025):** \_\_\_\_\_

## 4. BID FORM AND PRICING

### 4.1 VALIDITY

Prices must be valid for a minimum of 30 days after the proposal due date.

### 4.2 PROPOSAL SUBMISSION

Each Bidder is required to submit the enclosed Bid Form. INCOMPLETE PROPOSALS WILL NOT BE ACCEPTED.

This Bid Form, fully completed and executed with an authorized signature, shall be used as the proposal.

The following submittals shall be included in the proposal and attached to the Bid Form. The Bidder shall place an "X" in each box confirming their inclusion in the proposal.

#### Submittal Checklist

- |   |   |   |
|---|---|---|
| 1 | Completed pricing form package, filling in every blank  | € |
| 2 | Completed Documents in Appendices   | € |
|   | Sample Contract   |   |
|   | SAMs Registration Form  |   |
|   | Certification of Bidder Regarding Equal Employment Opportunity  |   |
|   | Certification of Bidder Regarding Use of Female/Minority Subcontractors   |   |
|   | Drug-Free Workplace Affidavit   |   |
|   | Certification by Proposed Subcontractor Regarding Equal Employment Opportunity  |   |
|   | State of Compliance Certificate Illegal Immigrant   |   |
|   | BYRD Anti-Lobbying Amendment Certification  |   |
|   | Debarment Certification   |   |
|   | Iran Divestment Act Certification   |   |
|   | Non-Boycott of Israel Certification   |   |
| 4 | Provide pictures or drawings and a summary of how the instruments will collect and deliver the data to the client.  | € |
| 5 | Provide three references of similar data collection and investigation operations performed by the contractor for other utility companies. Provide name, affiliation, phone or email address, and brief summary of the work performed. | € |

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **EXHIBIT 1 - SUPPLEMENTARY CONDITIONS TO CONTRACT SERVICES**

Treasury ARP SLFRF financial assistance through the TDEC Non-Competitive SWIG Grant will be used to fund all or a portion of the contract. As such, this Agreement is subject to the following special provisions:

1. **Equal Employment Opportunity** - Executive Order 11246, as amended.
2. **Contract Work Hours and Safety Standards Act** - 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E)
3. **Clean Air Act** - 42 U.S.C. § 7401 et seq, as amended.
4. **Federal Water Pollution Control Act** - 33 U.S.C. 1251 et seq, as amended.
5. **Debarment and Suspension Regulations** - 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.
6. **Byrd Anti-Lobbying Amendment** - 31 U.S.C. § 1352.
7. **Procurement of Recovered Materials** - Section 6002 of Solid Waste Disposal Act (T.C.A. §68-211-101 et seq.)
8. **False Claims Act** - 31 U.S.C. §§ 3729-3733, specifically 31 U.S.C. Chap. 38.
9. **Domestic Preference for Procurement** - As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
10. **Access to Records Requirements** - Consultant shall agree to provide Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
11. **Compliance with Federal Law, Regulations, and Executive Orders** - The consultant shall comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

Although the nature of this work is service-related and not specifically construction of a capital improvement, the awarded contractor will need to provide HWC with evidence of satisfactory insurance coverage, including:

- Workers Compensation (statutory)

- Injury / liability - minimum of \$1,000,000

Supplier shall agree to follow these provisions throughout the duration of the Agreement.

(End of Bid Form)

APPENDICES  
FOR THE  
RFP FOR HWC FLOW MONITORING  
SERVICES

 **Harpeth Wastewater Cooperative**

- A Sample Contract
- B ARPA Contractor Certifications

## EXAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **Harpeth Wastewater Cooperative** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **2024 ARP Projects – [redacted]**

### THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Flow Monitoring Services as Outlined in Proposal Dated [redacted]**

### ENGINEER

3.01 The Owner has retained **Inflo Design Group, LLC** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

### CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$TBD for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
  
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
  
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## **CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **PAYMENT PROCEDURES**

### *6.01 Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### *6.02 Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
  - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
  - A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
  - A. All amounts not paid when due will bear interest at the rate of 1.0 percent per annum.

## **CONTRACT DOCUMENTS**

- 7.01 *Contents*
  - A. The Contract Documents consist of all of the following:
    - 1. This Agreement.
    - 2. Bonds:
      - a. Performance bond (together with power of attorney).
      - b. Payment bond (together with power of attorney).
    - 3. General Conditions.
    - 4. Supplementary Conditions.
    - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
    - 6. Exhibits to this Agreement (enumerated as follows):
      - a. Contractor's Proposal
    - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
      - a. Notice to Proceed.
      - b. Work Change Directives.
      - c. Change Orders.
      - d. Field Orders.



- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 3. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 4. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - 7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Harpeth Wastewater Cooperative

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

106 Mission Court, #104a

Franklin, TN 37067

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

License No.:

\_\_\_\_\_  
*(where applicable)*

State:

\_\_\_\_\_

# ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Contractors procured directly by grantees, sub-grantees, and/or sub-recipients of American Rescue Plan Act (ARPA) funds, 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 certifies that it has an active registration in SAM that is not set to expire within the next 90 days.
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

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

## **Certification by Bidder**

Bidder/Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  Yes  No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  Yes  No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  Yes  No  None Req.
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  Yes  No

Bidder Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFICATION OF BIDDER REGARDING USE OF FEMALE/MINORITY SUBCONTRACTORS

This certification is required for the contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize female/minority owned firms.

Documentation must be on file to show who has been contacted.

## **Certification by Bidder**

Bidder/Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, certify that every attempt was made to utilize female/minority contractors on this project.

Bidder Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

## **SUBCONTRACTOR'S CERTIFICATION**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  Yes  No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  Yes  No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  Yes  No  None Req.
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  Yes  No

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANT

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

This is to certify that \_\_\_\_\_ have fully complied with all the requirements of T.C.A. § 12-3-309, stating:

- (1) No state governmental entity shall contract to acquire goods or services from any person who knowingly utilizes the services of illegal immigrants in the performance of a contract for goods or services entered into with a state governmental entity;
- (2) No person may contract to supply goods or services to a state governmental entity if that person knowingly utilizes the services of illegal immigrants in the performance of a contract to supply goods or services entered into with the state or a state entity.

*All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of T.C.A. § 12-3-309.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## STATE OF TENNESSEE

### BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

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

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

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

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



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

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

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

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

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

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



**STATE OF TENNESSEE**  
**IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

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

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

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

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE**



**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

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

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

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

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