



LEGAL NOTICE

REQUEST FOR PROPOSALS

The Town of Smyrna will accept proposals for annual janitorial services for the Town facilities. Bidders shall submit sealed quotations in the format specified in the Request for Proposals no later than **10:00 a.m. August 4, 2026** at which time quotations will be publicly opened and read aloud. No proposal may be withdrawn after the scheduled closing time for a period of 90 days. Proposal documents may be obtained at Town Hall during regular business hours or www.townofsmyrna.org. Proposals should be mailed or hand delivered to:

Purchasing Department
Smyrna Town Hall
Sealed Bid on Janitorial Services / August 4 @ 10:00 a.m.
315 South Lowry Street
Smyrna, Tennessee 37167

Verbal proposals or proposals received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all quotations, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town.

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

SUBMITTED BY: Sierra Lowry
Finance Director

TO BE RUN: July 21, 2026

COMPANY

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to accept quotations for annual janitorial services. Locations and contact information are listed below:

Smyrna Town Hall
315 South Lowry Street
Smyrna, TN 37167
Tom Rose, Public Works Director
tom.rose@townofsmyrna.org
615-459-2553

Smyrna Parks & Recreation Office
100 E. Sam Ridley Pkwy
Smyrna, TN 37167
Mike Moss, Parks Director
mike.moss@townofsmyrna.org
615-459-9773

Smyrna Water Treatment Plant
156 Sharp Springs Rd
Smyrna, TN 37167
Kevin Relford, Manager
kevin.relford@townofsmyrna.org
615-459-3574

Smyrna Wastewater Treatment Plant
100 Jack Hunter Drive
Smyrna, TN 37167
Leland Noble, Manager
leland.noble@townofsmyrna.org
615-459-6439

Smyrna Justice Center
400 Enon Springs Road
Smyrna, TN 37167
Lisa Brewer, Town Court Clerk
lisa.brewer@townofsmyrna.org
615-403-2815

- B. The Town of Smyrna reserves the right to reject any and all quotations, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town. No proposal may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. Section III, IV and Required Paperwork shall be completed and included as an integral part of each bidder's proposal.
- E. The Town is a tax-exempt organization.
- F. Mail is delivered after 11:00 a.m. Monday through Friday.
- G. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on

the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.

- H. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.
- I. By submission of this bid, each bidder/proposer 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 Iran Divestment Act. [State of TN_Debarred_Vendors.pdf](#)

SECTION II - SPECIFICATIONS FOR JANITORIAL SERVICES

SCOPE OF WORK: These specifications cover the requirements for furnishing all labor and equipment necessary to perform complete janitorial services at the facilities. The Contractor shall not subcontract any portion of the work without the prior written consent of the Town. Bidders must satisfy themselves of the quantities of the work covered by the proposal by examination of the site and through discussion with location representatives. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or of the nature of the work to be done.

GENERAL INFORMATION

Unless otherwise stated in the contract, all chemicals and equipment will be supplied by the Contractor. All paper supplies, soap for all restroom dispensers, trash liners, space deodorants, sand, etc. will be furnished by the customer.

The Town of Smyrna reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the best interest of the Town. Fee schedule shall be firm and shall not be amended during the length of the contract.

SITE INSPECTION

A mandatory site inspection is required and shall be scheduled by calling location contacts listed on page 3.

PERFORMANCE

The buildings in which the work of this bid is to be performed are visited daily by persons conducting business with the Town. For protection of the buildings and equipment and facilitation of business conducted therein, unsatisfactory work performance will not be acceptable. Work that is unsatisfactory will be called to the attention of the Contractor's Supervisor and he or she will be required to have the areas in question cleaned. The steps taken to improve overall results in the future will be reported to Facilities Management. If the level of cleaning is at any time considered to be unacceptable to the Town, the Contractor will be required to increase his or her staff or take whatever measures are necessary.

In the event of material default by the Contractor, including but not limited to abandonment of the work, failure to perform services for more than three (3) consecutive business days without prior written approval, or failure to maintain required insurance, the Town reserves the right to utilize the next best, responsive Bidder as the new Contractor. In the event of this occurrence, the next best, responsive Bidder, if it wishes the contract, shall be required to provide the bid items at the prices contained in its proposal.

TERMINATION OF CONTRACT

Poor performance on part of the contractor will be communicated to the contractor by written notification from a director or manager. After two letters of poor performance the Town has the option to cancel agreement immediately by another letter. In addition, the Town may terminate this contract for convenience, without cause, upon thirty (30) days' written notice to the Contractor.

CUSTOMER SERVICE

A customer service visit/walk through will be done at least once a month to make sure all standards of cleaning are being maintained to the highest level of specifications. A formal customer service review shall be done monthly.

PAYMENT

The Contractor shall submit to the Town an invoice for the services performed by the Contractor during the previous month. Invoices must be emailed to accounts.payable@townofsmyrna.org and include location, an invoice number and time period covered by the invoice. Payment will be made within 30 days after the invoice is received; provided, however, that the Town may withhold payment for any disputed amounts or services not performed in accordance with the specifications, and shall notify Contractor in writing of the basis for any such withholding.

PERMITS AND INSPECTION

Contractor must obtain and maintain, at its own expense, all permits, licenses, and certifications required by federal, state and local law for the performance of the work. The Contractor must observe all applicable federal, state, and local laws, regulations, and ordinances and shall demonstrate financial stability upon the Town's request. The Town reserves the right to inspect the Contractor's operations and records at any reasonable time.

PROJECT TIMELINE:

The contractor selection process will follow the timeline shown below:

Request for Proposals Issued:	July 21, 2026
Proposal Submission Deadline:	August 4, 2026
Evaluation Process:	August 4-17, 2026
Recommendation to Council:	August 27, 2026
Award of Contract:	September 8, 2026

PROPOSAL SUBMISSION:

Please submit one original plus (2) hard copies and an electronic version of the proposal to the Purchasing Department's Office at the address on page one. All proposals must be sealed and clearly marked with the proposer's name and the words, "Janitorial Services RFP, bid opening date: 10:00a.m. August 4, 2026". Failure to provide this information on the envelope may result in the proposal not being considered. Proposers must allow sufficient time to ensure receipt of the proposal. It shall be the sole responsibility of the proposer to have the bid delivered to the Town before the deadline.

Proposals should be as thorough and detailed as necessary to allow the Town of Smyrna to properly evaluate the bidder's capabilities to provide the required services.

EVALUATION FACTORS

Proposals will be evaluated using the factors listed below. A committee will score each proposal and rank the bidders from highest to lowest score. If the Town cannot negotiate a contract with the highest score, then the Town will negotiate with the next highest score until a contract is in place. The items to be considered during the evaluation and associated point values are as follows:

Criteria	Maximum Points
Fee Schedule for Services	50%
References -Quality of prior work, including deficiencies, timeliness	25%
Qualifications, Credentials and Related Experience	25%

REFERENCES

Provide at least three (3) references from your organizations that have received similar services from your company. Public agency references are preferred. The Town reserves the right to contact any of the organizations or individuals listed. Information shall include:

- Client name
- Client manager name, telephone number and email address
- Dates of service

Bidders shall submit with their bid the current number of full-time and part-time employees, how long they have been employed with the Bidder's company, and years of experience in the janitorial field.

The Contractor may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel, to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

QUALIFICATIONS AND PERSONNEL REQUIREMENTS

The Town reserves the right to inspect the Bidder's place of business and equipment prior to awarding any contract to determine the responsibility of said Bidder to perform and provide the requirements of the bid request.

The Contractor shall employ only qualified people who are skilled in performing janitorial type work and will require satisfactory personnel references of all present and prospective employees. All employees shall have a minimum of one-year janitorial experience.

The Contractor shall furnish to the Town at least 48 hours prior to the employees being assigned to the job site, the names, addresses, social security numbers, date of birth, height & weight and years of experience. Approval by the Town must be communicated prior to actual placement of the employee on the job site. The Contractor shall not assign persons to this work who are currently under indictment of felony or who have a criminal record. The confirmation of such is the responsibility of the contractor. The Contractor shall employ only competent, skillful and trustworthy people. Should the Town give notice in writing to the Contractor, or his duly authorized representative, that any employee is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or is in any way a detriment to the satisfactory progress of the work, such employee shall immediately be removed and not again allowed upon the job site. Employees shall be required to dress neatly, commensurate with the tasks being performed. Shorts, tank tops, halters, sandals, thongs, or any type of open-toed shoes shall not be worn by Contractor personnel. The Contractor's personnel shall be responsible for closing and locking of doors and windows and turning off lights to conserve electricity.

CONTRACT AGREEMENT

Successful bidders will be expected to enter into a contract Agreement with the Town of Smyrna. Agreements shall be signed and attested, but not dated, by the proper business representative and submitted with the bid proposal. An executed contract will be forwarded to the winning contractor after Council approval.

CONTRACT TERMS

The contract period shall be for a two-year period starting October 1, 2026 and may by mutual agreement, be renewed at the same price, terms and conditions for one additional two-year term upon written notice to the Contractor.

SMYRNA BUSINESS LICENSE

Compensation of more than \$100,000 from contracts performed in one county by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of \$50,000 or less from contracts performed in one county by such person will be sourced to the county of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state's general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other place of business in one municipality who extend their operations outside the

boundaries of the municipality without establishing a physical location, outlet, or place of business outside the boundaries of the municipality will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located.

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.

Compensation of more than \$100,000 from contracts performed in one municipality by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that municipality and the tax from such contracts will be distributed to that municipality. Compensation of \$100,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. *(from Tennessee Business Tax Guide/ Tenn. Dept. of Revenue 2019; See also, Tennessee Works Tax Act (2023), Public Chapter 377, 2023 Session of the 113th General Assembly)*

INSURANCE REQUIREMENTS

The Vendor or Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor or Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles. It shall also include coverage for loading and unloading hazards.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Vendor or Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the vendor or contractor.
- b. The Vendor or Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Vendor or Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Vendor or Contractor for the Town of Smyrna.

3. All Coverages

- a. Prior to commencement of services, the Vendor or Contractor shall furnish the Town with original certificates and amendatory endorsements effecting required coverage.
- b. Such insurance shall be maintained from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of contract.
- c. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- d. Coverage shall not be canceled, suspended, or voided by either party (the Vendor/Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Vendor or Contractor's policy.
- e. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- f. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor or Contractor from the obligations of the insurance requirements or indemnification agreement.
- g. Any failure of the Vendor or Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Vendor or Contractor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Vendor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor from any liability or indemnification under the contract.

The Certificate of Insurance naming the “Town of Smyrna” as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Henry Urbina
315 S Lowry St
Smyrna, TN 37167

It can also be submitted electronically to henry.urbina@townofsmymrna.org. The subject line has to indicate the name of the project.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Vendor or Contractor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor’s Certificates at any time.

G. WORKERS’ COMPENSATION INDEMNITY

In the event Vendor or Contractor is not required to provide or is exempt from providing workers’ compensation coverage, the parties hereby agree that Vendor or Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Vendor, its owners, agents and employees. The parties further agree that Vendor or Contractor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor or

Contractor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Vendor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by or arising from the negligence, recklessness, intentional wrongful misconduct, or strict liability of the Vendor and persons employed by or utilized by the Vendor in Vendor's performance of this Agreement.

The vendor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the vendor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the vendor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.

APPLICABLE LAW:

Any contract resulting from this RFP shall be governed by and construed under the laws of the State of Tennessee.

GENERAL SPECIFICATIONS BY LOCATION

PART 1 – TOWN HALL includes Entrances, Lobbies, Hallways, Offices, Cubicles, Conference Rooms, Workout Rooms, Exam Rooms, Stairs

I. Daily Cleaning

A. Entrances, lobbies, hallways, offices, cubicles, conference rooms, workout rooms, exam rooms, stairs

1. Empty Trash receptacles and remove trash to designated areas (liners to be furnished by Town).
2. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
3. Clean two (2) exam room tables.

4. Damp wipe entrance metal and fingerprints on entrance glass.
5. Spot clean partition glass and workout room mirrors.
6. Turn off lights and make sure all designated doors are locked and alarm is set (if applicable).

B. Restrooms

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Clean and disinfect dispenser covers.
6. Toilet and urinals are to be cleaned and sanitized inside and outside.
7. Polish bright work.
8. Toilet seats are to be cleaned on both sides using disinfectant.
9. Scour and sanitize all sinks. Polish bright work.
10. Dust partitions, top of mirrors, and frames.
11. Remove splash marks from walls and basins
12. Lockers to be spot cleaned and tops dusted.

C. Kitchen & Breakroom

1. All trash receptacles are to be emptied and trash removed to a collection area.
2. Clean exterior of appliances.
3. Clean and damp wipe tables and chairs.
4. Spot clean walls near trash receptacles with disinfectant.
5. Clean fronts, tops, and sides of trash receptacles with disinfectant as needed.
6. Use high co-efficient disinfectant for proper sanitization as required i.e. sinks and counters and microwave ovens.
7. Clean and polish drinking fountain(s)/water coolers.
8. Every 3 months clean the insides of drawers and cabinets.

D. Floors

1. Dust mop all hard surface floors.
2. Damp mop all hard surface floors.
3. Vacuum all carpeted floors.

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Dust workout room exercise equipment.
3. Detail vacuum all carpeting, taking care to get corners, along edges and beneath furniture.

4. Detail mop hard surface floors, taking care to get corners, along edges and beneath furniture.
5. Dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures and other furnishings.
6. Vacuum black rubber matted workout room floors.
7. Dust mop the Cardio Studio floors.
8. Inspect high/low corners for cob-webs and remove as needed.
9. Clean and polish drinking fountains
10. Dust telephones
11. Sweep and spot mop stairways.

III. Monthly Cleaning

A. All Areas

1. Complete all high dusting (up to 10' feet height maximum) including window blinds.
2. Vacuum all upholstered furniture.
3. Damp wipe telephones using disinfectant
4. Remove fingerprints and marks from around light switches and door frames.
5. Buff all VCT tile floors and front lobby wood floor

PART 2 - PARKS OFFICE / ATHLETIC OFFICE / SOAC / SPLASHTOWN Areas included: Parks Offices, Athletic Office, SOAC Lobby/Reception Area, Exhibit Hall, Lecture Hall, Hallways, Restrooms, Activity Room, Party Rooms, Adventure Room steps, Pool Locker Rooms

SOAC areas **not** included are staff offices and Adventure Zone Rooms.

Parks Offices and Athletic Office operating hours

Monday – Friday 8:00 a.m. – 4:30 p.m.

SOAC operating hours

Tuesday – Thursday 10am – 6pm, Friday 10am – 8pm, Saturday 10am – 6pm and Sunday Noon – 5pm

Prefer SOAC to be cleaned Wednesday evenings – Sunday evenings after closing

Splashtown operating hours

Monday - Saturday 10am - 6pm, Sunday noon - 6pm

Pool Parties 6:15 - 8:15 Thursday, Friday, Saturday and Sunday

Pool locker rooms shall be cleaned daily through the summer season starting Memorial Day weekend through Labor Day. Pool operating days will change to weekends only the second week of August.

I. PARKS OFFICES, ATHLETIC OFFICE AND SOAC

A. Daily Services

1. All trash receptacles will be emptied, appropriately bagged and removed to the central waste disposal areas. Trash bags will be replaced.
2. Spot clean desktops/tables in accessible areas.
3. Dust desks if objects are removed. Dust around items not removed.
4. Clean, disinfect, and polish bowls and sides of water fountains.
5. Spot clean glass doors, windows, sidelights, partitions, cubicle panels, desktops & tables with appropriately treated cloths.
6. Clean customer access windows inside/outside.
7. Return furniture to its original position.
8. All lights shall be extinguished and doors locked.
9. Dust-mop and damp-mop hard surface floors in high traffic areas.
10. Vacuum all carpeted floors.

B. Weekly Cleaning

1. Detail damp mop all hard surface floors
2. Hand dust office furniture
3. Hand dust and damp dust (as needed) molding edges, chair rails.
4. Dust horizontal surfaces including miscellaneous cabinets, ledges and window sills, coat racks, ledges and shelves under six feet, telephones and other desktop furnishings.

C. Monthly Services

Dusting of high areas (taller than 6 '6"), tops of door frames, doors, pictures & hanging items, tops of bookcases, transoms, above doors and file cabinets.

II. SOAC RESTROOMS

A. Daily Services

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Clean and disinfect dispenser covers.
6. Toilet and urinals are to be cleaned and sanitized inside and outside and polish bright work.
7. Toilet seats are to be cleaned on both sides using disinfectant.
8. Scour and sanitize all sinks. Polish bright work.
9. Dust partitions, top of mirrors, and frames.

10. Remove splash marks from walls and basins.

III. SPLASHTOWN POOL LOCKER ROOMS (14 weeks only)

A. Daily Services

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Toilet and urinals are to be cleaned and sanitized inside and outside.
Polish bright work.
6. Toilet seats are to be cleaned on both sides using disinfectant.
7. Scour and sanitize all sinks. Polish bright work.
8. Dust partitions, top of mirrors, and frames.
9. Remove splash marks from walls and basins.
10. Wet mop floor with a detergent disinfectant solution.
11. Clean shower stalls and tile with a tile mildew/disinfectant cleaner.

PART 3 – SMYRNA WATER TREATMENT PLANT

Includes Entrances, Lobbies, Hallways, Offices, Conference Room, Control Room, Stairways and Elevator

I. Daily Cleaning:

A. Entrances, lobbies, hallways, offices, conference room, control room, stairways and elevator.

1. Empty trash receptacles and remove trash to designated areas (liners to be furnished by Town).
2. Clean and polish drinking fountain(s).
3. Dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures and other furnishings.
4. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
5. Dust telephones
6. Damp wipe entrance metal door frames and fingerprints on entrance glass.
7. Spot clean partition glass.
8. Turn off lights and make sure all designated doors are locked and alarm is set (if applicable).

B. Restrooms – Main Office Building and New Process Building

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty trash receptacles and wipe if needed.
3. Clean and polish mirrors.
4. Clean and disinfect dispenser covers.

5. Toilet and urinals are to be cleaned and sanitized inside and outside. Polish bright work.
6. Toilet seats are to be cleaned on both sides using disinfectant.
7. Scour and sanitize all sinks. Polish bright work.
8. Dust partitions, top of mirrors, and frames.
9. Remove splash marks from walls and basins.
10. Lockers to be spot cleaned and tops dusted.

C. Kitchen & Breakroom

1. All trash receptacles are to be emptied and trash removed to a collection area.
2. Clean exterior of appliances.
3. Clean and damp wipe tables and chairs.
4. Spot clean walls near trash receptacles with disinfectant.
5. Clean fronts, tops and sides of trash receptacles with disinfectant as needed.
6. Use high co-efficient disinfectant for proper sanitization as required i.e. sinks and counters and microwave ovens.
7. Clean and polish drinking fountain(s).

D. Floors

1. Dust mop all hard surface floors.
2. Damp mop all hard surface floors. *Due to high traffic during business hours, only half of the hallway should be mopped at once, leaving room for employees to travel without walking on wet surfaces.
3. Vacuum all carpeted floors.

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Detail vacuum all carpeting, taking care to get corners, along edges and beneath furniture.
3. Detail mop hard surface floors, taking care to get corners, along edges and beneath furniture.
4. Wipe stairway handrails with disinfectant cleaner.
5. Inspect high/low corners for cob-webs and remove as needed.
6. Clean/Remove debris from light fixtures
7. Sweep and spot mop stairway steps.
8. Clean elevator door and walls and mop elevator floor.

III. Monthly Cleaning

A. All Areas

1. Complete all high dusting (up to 10' feet height maximum) including window blinds.
2. Vacuum all upholstered furniture.

3. Damp wipe telephones using disinfectant.
4. Remove fingerprints and marks from around light switches and door frames.

PART 4 – SMYRNA WASTEWATER TREATMENT PLANT includes Entrances, Lobbies, Hallways, Offices, Lab Areas

I. Daily Cleaning:

A. Entrances, lobbies, hallways, offices, lab areas (excludes lab area countertops).

1. Empty trash receptacles and remove trash to designated areas (liners to be furnished by Town).
2. Clean and polish drinking fountain(s).
3. Dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures and other furnishings.
4. Spot damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
5. Dust telephones.
6. Damp wipe entrance metal and fingerprints on entrance glass.
7. Spot clean partition glass.
8. Turn off lights and make sure all designated doors are locked and alarm is set (if applicable).

B. Restrooms

1. Stock towels, toilet tissue, and hand soap (to be furnished by Town).
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Clean and disinfect dispenser covers.
6. Toilet and urinals are to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats are to be cleaned on both sides using disinfectant.
8. Scour and sanitize all sinks. Polish bright work.
9. Dust partitions, top of mirrors and frames.
10. Remove splash marks from walls and basins.
11. Lockers to be spot cleaned and tops dusted.

C. Kitchen & Breakroom

1. All trash receptacles are to be emptied and trash removed to a collection area.
2. Clean exterior of appliances.
3. Clean and damp wipe tables and chairs.
4. Spot clean walls near trash receptacles with disinfectant.

5. Clean fronts, tops and sides of trash receptacles with disinfectant as needed.
6. Use high co-efficient disinfectant for proper sanitization as required i.e. sinks and counters and microwave ovens.
7. Clean and polish drinking fountain(s)/water coolers.

D. Floors

1. Dust mop all hard surface floors.
2. Damp mop all hard surface floors.

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of desks, file cabinets, tables and other office furniture.
2. Detail vacuum all carpeting, taking care to get corners, along edges and beneath furniture.
3. Detail mop hard surface floors, taking care to get corners, along edges and beneath furniture.
4. Dust stairway rails.
5. Thoroughly damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
6. Inspect high/low corners for cob-webs and remove as needed.

III. Monthly Cleaning

A. All Areas

1. Complete all high dusting (up to 10' feet height maximum) including window blinds.
2. Vacuum all upholstered furniture.
3. Damp wipe telephones using disinfectant.
4. Remove fingerprints and marks from around light switches and door frames.

PART 5 – SMYRNA JUSTICE CENTER includes Entrance, Lobby, Hallways, Common Areas, Judges Offices, Waiting Room, Court Room, Court Clerk Office, Breakrooms/Kitchen and Restrooms

I. Daily Cleaning:

A. Entrances, Hallways, Common Areas

1. Empty trash receptacles and remove trash to designated areas.
2. Clean, disinfect and polish drinking fountains.
3. Dust all horizontal surfaces, including windowsills, tables, and furniture
4. Damp wipe all horizontal surfaces to remove coffee rings, smudges and spillage as needed.
5. Spot clean partition glass
6. Clean entrance door frames, handles and glass (inside/outside)

7. Vacuum floor mats and high traffic carpet areas
8. Sweep and damp mop hard surface floors

B. Lobby

1. Empty trash receptacles and remove trash to designated areas.
2. Clean, disinfect and polish drinking fountains.
3. Dust all horizontal surfaces, including windowsills, tables, and furniture
4. Damp wipe all horizontal surfaces to remove coffee rings, smudges and spillage as needed.
5. Spot clean partition glass
6. Clean entrance door frames, handles and glass (inside/outside)
7. Vacuum floor mats and high traffic carpet areas
8. Sweep and damp mop hard surface floors

C. Judges Offices, Waiting Room, Court Room, Court Clerk Office

1. Empty trash receptacles and remove trash to designated areas.
2. Dust all horizontal surfaces, including windowsills, tables, and furniture
3. Dust telephones
4. Damp wipe all horizontal surfaces to remove smudges and spillage as needed.
5. Spot clean partition glass and mirrors
6. Clean entrance door frames, handles and glass (inside/outside)
7. Vacuum high traffic carpet areas
8. Clean, polish and disinfect drinking fountains
9. Sweep and damp mop hard surface floors

D. Breakrooms/Kitchen

1. Empty and clean all trash receptacles and replace with new liner
2. Clean, disinfect and polish drinking fountains
3. Clean microwave ovens inside/outside
4. Dust and clean outside of appliances
5. Wipe clean horizontal and vertical surfaces of tables, stools and chairs
6. Spot clean walls, light switches, walls near trash receptacles with disinfectant, door handles and frames
7. Vacuum floor mats
8. Sweep and damp mop hard surface floors

E. Restrooms

1. Stock towels, toilet tissue, and hand soap
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Toilet and urinals are to be cleaned and sanitized inside/outside

6. Toilet seats are to be cleaned on both sides using disinfectant
7. Scour and sanitize all sinks. Polish bright work
8. Dust partitions, top of mirrors and frames
9. Remove splash marks from walls and around basins

II. Weekly Cleaning

A. All Areas

1. Dust all vertical surfaces of tables, chairs, furniture, items on walls.
2. Vacuum all carpet areas including corners and edges and beneath furniture
3. Dust windowsills and blinds

III. Monthly Cleaning

A. All Areas

1. Vacuum all upholstered furniture
2. Dust window blinds and baseboards
3. Disinfect telephones
4. Remove fingerprints and marks from around light switches and door frames.
5. Complete high dusting of light fixtures, air vents, corners, edges

PART 6 – GENERAL CONDITIONS: TOWN HALL, PARKS OFFICE/ATHLETIC OFFICE/SOAC, SMYRNA WATER TREATMENT PLANT, SMYRNA WASTEWATER TREATMENT PLANT AND SMYRNA JUSTICE CENTER

1. Three times per week (Monday, Wednesday, Friday), collect all paper and cardboard recycling from recycling containers in Town Hall, Parks Office/ Athletic Office/SOAC/Pool Area, WTP, WWTP, Justice Center and place them in a paper recycling container at Town Hall.
2. Unless otherwise stated in the contract, all chemicals and equipment will be supplied by the Contractor. All paper supplies, soap for all restroom dispensers, trash liners, space deodorants, sand, etc. will be furnished by the customer.

SECTION III – FEE SCHEDULE

PART 1 - TOWN HALL SERVICE - 5 TIMES PER WEEK

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL TOTAL PRICE</u>
12	Month	\$ _____	\$ _____
1	Shampoo / soil Retardant (sq. ft.)	\$ _____	\$ _____
		TOTAL	\$ _____

PART 2 - PARKS OFFICE, ATHLETIC OFFICE, SOAC SERVICE – 5 TIMES PER WEEK

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL TOTAL PRICE</u>
12	Month	\$ _____	\$ _____

PART 2 A - SPLASHTOWN LOCKER ROOMS SERVICE –5 TIMES PER WEEK

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
14	Weekly	\$ _____	\$ _____

PART 3 - WATER TREATMENT PLANT SERVICE - 2 TIMES PER WEEK

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL TOTAL PRICE</u>
12	Month	\$ _____	\$ _____

PART 4 - WASTEWATER TREATMENT PLANT SERVICE - 2 TIMES PER WEEK

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL TOTAL PRICE</u>
12	Month	\$ _____	\$ _____

PART 5 – JUSTICE CENTER SERVICE - 5 TIMES PER WEEK

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL TOTAL PRICE</u>
12	Month	\$ _____	\$ _____
1	Shampoo / soil Retardant (sq. ft.)	\$ _____	\$ _____
		TOTAL	\$ _____

The Town of Smyrna reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of the Town.



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 20____, by and between _____, a _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of _____.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "ISQ"), and which Proposal from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"; and

WHEREAS, the Town now desires to accept the Bidder's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. If it does not perform as warranted, Bidder shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Bidder. If Bidder cannot correct the product(s) within a reasonable period of time, Bidder shall refund the purchase price of the product(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Software Deadline, Testing and Acceptance: If applicable to the Agreement, software provided by Bidder shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of this Agreement unless the parties, in writing, set a different specific date. In Addition, software provided by Bidder to The Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets The Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using The Town's data. The Town shall provide Bidder with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Bidder, the software shall be deemed to be accepted by The Town. If the software is rejected, The Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Bidder to repair or replace the software, without charge, in a timely manner. In the event The Town elects to allow the Bidder to repair or replace the software, The Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

7. Use of The Town's Logo or Name: Bidder shall not use The Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from The Town. Bidder shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of The Town.

8. Indemnification. The parties hereto agree that Bidder shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Bidder in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Bidder agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private or public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

9. Non-Appropriation: Bidder acknowledges that The Town is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event The Town fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to The Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Bidder shall be returned to The Town.

10. Tax Exemption: As a tax-exempt entity, The Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Bidder with its Sales and Use Tax Exemption Certificate upon Bidder's request. Bidder shall bear the burden of providing its suppliers with a copy of The Town's tax exemption certificate and Bidder shall assume all liability for such taxes, if any, that should be incurred.

11. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Bidder may incur due to breach of this Agreement by either party; and further, The Town shall not acquiesce to any term in any document that indicates or infers The Town may or shall be responsible for the Attorney's fees of another party or the Bidder's attorney fees.

12. Boycott of Israel. The Bidder certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-127.

13. Failure to perform. The parties agree, in the event Bidder fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, the Town shall be reimbursed by Bidder for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Bidder to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Bidder shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in this Agreement or other bid documents, all deliveries shall be made to the Town no later than ninety (90) days from the date of order. The parties further agree that if Bidder, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this contract, then this entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void this Agreement due to Bidder's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Bidder shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time.

14. Unilateral Modification of Agreement Not Permitted: Bidder may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement but shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Bidder that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by The Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Agreement.

15. Changes to Terms: Except as provided in Paragraph No. 13 above pertaining to Bidder's Privacy Policy, Bidder shall provide The Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to this Agreement at least ninety (90) days prior to being effective to The Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Bidder will refund to The Town any payment made by The Town to Bidder equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Bidder, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Bidder requests to raise the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

17. Confidentiality. The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Bidder or provide Bidder with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 17 serves to meet such burden and authorization of disclosure.

18. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under this Agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Bidder shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Bidder of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Bidder may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

20. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee. The parties agree that all obligations of the parties are performable in Smyrna, Tennessee.

21. Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

TOWN OF SMYRNA, TENNESSEE

BIDDER:

By: _____
Name: Mary Esther Reed
Title: Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

Amber Hobbs, Town Clerk



TOWN OF SMYRNA
CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Janitorial Services Project:

the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;

to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the Town;

require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name _____

Date _____

Signature _____
Printed or typed name and title

Title _____



TOWN OF SMYRNA

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Janitorial Services Project,

the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:

and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;

If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

.

Contractor's Name _____

Date _____

Signature _____
Printed or typed name and title

Title _____

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the janitorial services shall be in complete accordance with the specifications detailed herein.

Proposers shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this RFP. Quotations should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description

By signature below, proposer acknowledges any submittal to be in full compliance with all aspects of each section of the RFP not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

COMPANY NAME

TELEPHONE NUMBER

REPRESENTATIVE NAME

TITLE OF REPRESENTATIVE

SIGNATURE

E-MAIL ADDRESS