

# CITY OF BRENTWOOD

## Fire & Rescue Department



### INVITATION TO BID

Sealed bids will be received by the City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788 until 10:00 a.m. Central Time, on Friday, August 23<sup>rd</sup>, 2019 for the preparation and application of a resinous floor system in two (2) fire station bays as specified in this document. Bids must be clearly marked "Fire and Rescue Department Resinous Flooring" on the outside of a sealed envelope, and either mailed or hand delivered to the address above. Faxed, emailed, or other electronically transmitted bids will not be accepted. Request for Bids documents are on file and may be obtained at the Brentwood Fire & Rescue Department, Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee or downloaded at [www.brentwoodtn.gov](http://www.brentwoodtn.gov).

The City of Brentwood reserves the right to reject any and/or all bids, to waive any informality in the award of the bid, and to accept any bid which, in its opinion, may be for the best interest of the City. Upon acceptance of a bid, the City reserves the right to negotiate with the submitter for changes in quantities, components or features.

**BRENTWOOD FIRE & RESCUE DEPARTMENT**  
**Brentwood, Tennessee**  
**Request for Bids/Specifications**  
**for a**  
**Resinous Flooring System**

**INTENT OF SPECIFICATIONS**

The City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, TN 37024-0788 will receive proposals until **10:00 AM on August 23<sup>rd</sup>, 2019** for the preparation and application of a resinous flooring system in two (2) fire station bays as specified in this document.

For the purposes of this request for bids, the term "City" or "jurisdiction" refers to the City of Brentwood. "Bidder" or "Contractor" refers to the entity submitting a bid in response to this request for bids.

**PROJECT TIMEFRAME**

Work is expected to be completed within sixty (60) to ninety (90) days of the bid award. If this period must be extended due to extenuating circumstances beyond the bidder's control, suitable arrangements shall be made between the City's fire chief and the selected bidder.

**PAYMENT**

Invoices for work performed shall be submitted to the Fire & Rescue Department. Payment will be made within thirty (30) days of receipt and approval of the invoice. Failure to submit timely invoices may result in delay of payment.

**INSURANCE REQUIREMENTS**

Contractor shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. The insurance must be with a company or companies which (1) is licensed to do business in Tennessee; and (2) has an A.M. Best financial rating of A or better. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to his approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence

Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. Contractor acknowledges that the City is not liable for the safety, security or condition of the Contractor's equipment or materials.

## **SCOPE OF WORK**

This bid is for the for the floor preparation and application of a resinous flooring system in two (2) fire station bays. Work is expected to be completed within sixty (60) to ninety (90) days of the bid award.

A. Bids are requested for installation at the following two (2) locations:

1. Brentwood Fire Station #3  
Brentwood Service Center  
1750 General George Patton Dr.  
Brentwood, TN 37027
  
2. Brentwood Fire Station #4  
Safety Center East  
1300 Sunset Road  
Brentwood, TN 37027

B. Appointments to view the sites can be made by calling (615) 371-0170. Ask for Robin.

C. *Approximate* square footage of involved flooring at the two locations are as follows:

1. Fire Station #3: 3,400 square feet
2. Fire Station #4: 4,500 square feet

## **WARRANTY**

Include any warranty information relating to materials and workmanship.

## **PART 1 GENERAL**

### **1.1 SECTION INCLUDES**

A. Coating systems for concrete floors.

### **1.2 RELATED SECTIONS**

- A. Section 09610 - Floor Treatment.
- B. Section 09670 - Fluid-Applied Flooring.
- C. Section 09980 - Coatings for Concrete and Masonry.

### **1.3 REFERENCES**

- A. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D 4259 – Standard Practice for Abrading Concrete.
- C. ASTM D 4263 - Indicating Moisture in Concrete by the Plastic Sheet Method.

- D. ASTM F 1869 - Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- E. International Concrete Repair Institute (ICRI) Guideline No. 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- F. SSPC-SP 13/NACE 6 - Surface Preparation of Concrete.

#### **1.4 DEFINITIONS**

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

#### **1.5 SUBMITTALS**

- A. Submit under provisions of Section 01330.
- B. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
- C. Color Samples: Submit manufacturer's color samples showing full range of standard colors.
- D. Applicator's Qualifications Assurance: Submit list of a minimum of 10 completed projects of similar size and complexity to this work, include for each project:
  - 1. Project name and location.
  - 2. Name of owner.
  - 3. Name of contractor.
  - 4. Name of architect.
  - 5. Name of coating manufacturer.
  - 6. Approximate area of coatings applied.
  - 7. Date of completion.
- E. All materials specified herein are manufactured by the TNEMEC Co., Inc., North Kansas City, (Local Contact 615-333-1000) Missouri and are approved for use on this project.
- F. Equivalent materials of other manufacturers may be substituted on approval of the Architect. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance on flooring projects. Submittals shall include the following performance data as certified by a qualified testing Laboratory:
  - 1. ASTM D 4060, (CS-17 Wheel, 1,000 grams load, 1,000 cycles)
  - 2. ASTM D 4541
  - 3. ASTM D 2047
  - 4. ASTM C 579
  - 5. ASTM C 531
  - 6. TTM-124 Alkali Resistance
  - 7. ASTM D 2240
  - 8. ASTM E 96
  - 9. ASTM C 413
  - 10. ASTM C 580

11. ASTM D 7088
12. MIL D 3134
13. ASTM D 635
14. 250 degrees steam at 15 to 17 psi
15. ASTM C 307
16. MIL-F-52505

- G. Bidders desiring to use coatings other than those specified shall submit their proposal in writing to the Architect at least ten (10) days prior to the bid opening. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
- H. Materials supplied by other manufacturers may be considered for substitution if the following prevailing conditions exist:
1. Performance criteria of the specified materials are exceeded by the submitted alternate materials as listed in paragraph 2.1 and detailed on the technical data sheets of each specified product.
  2. The submittal must compare the performance criteria of the specified material with that of the submitted material and be documented in a side by side manner for the Architect\Owner to review.
  3. Substitute materials must be for complete systems and not individual products combined with the specified materials and the performance criteria for all products within a system must meet or exceed the specified materials.

Only one alternate submittal will be received for this specification and must be accompanied by a detailed statement of the sum to be added or deducted from the base bid should alternate materials be accepted.

## **1.6 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications:
1. Specialize in manufacture of coatings with a minimum of 5 years successful experience.
  2. Able to demonstrate successful performance on comparable projects.
  3. Single Source Responsibility: Coatings and coating application accessories shall be products of a single manufacturer.
- B. Applicator's Qualifications:
1. Experienced in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this Work.
  2. Applicator's Personnel: Employ persons trained for application of specified coatings.
- C. Mock-Ups: Prepare a mock-up for each coating system specified using same materials, tools, equipment, and procedures intended for actual surface preparation and application. Obtain Owner's approval of mock-ups. Retain mock-ups to establish intended standards by which coating systems will be judged.
- D. Preapplication Meeting: Convene a preapplication meeting [2] [ \_\_\_\_\_ ] weeks before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Architect, applicator, and manufacturer's representative. Review the following:

1. Environmental requirements.
2. Protection of surfaces not scheduled to be coated.
3. Surface preparation.
4. Application.
5. Repair.
6. Field quality control.
7. Cleaning.
8. Protection of coating systems.
9. One-year inspection.
10. Coordination with other work.

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
1. Coating or material name.
  2. Manufacturer.
  3. Color name and number.
  4. Batch or lot number.
  5. Date of manufacture.
  6. Mixing and thinning instructions.
- B. Storage:
1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
  2. Keep containers sealed until ready for use.
  3. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.

## **1.8 ENVIRONMENTAL REQUIREMENTS**

- A. Weather:
1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
  2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
  3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.
- C. Dust and Contaminants:
1. Schedule coating work to avoid excessive dust and airborne contaminants.
  2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURER**

- A. Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372. Local Representative: Tiffany Goulet CSI, CDT 615-333-1000.
- B. Base Bid:
1. System Type: Modified Urethane Concrete
  2. Surface Preparation: Perform "Standard Test Method for Measuring Moisture Vapor (ASTM F 1869). Shot blast or mechanically abrade surface to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a profile. (ICRI - CSP 4-5).
  3. Base Coat: Tnemec 241 Ultra-Tread MVT. Broadcast quartz granules to refusal.
  4. Broadcast Coat: Tnemec 222 Deco-Tread at 80 to 100 square feet per gallon. Broadcast quartz granules to refusal.
  5. Grout Coat: Tnemec 222 Deco-tread at 14.0 to 16.0 mils DFT.
  6. Finish Coat: Tnemec 248 Clear Everthane with 44-600 UV Blocker additive at 2.0 to 3.0 mils DFT.
  7. Yellow striping to indicate drive lanes. Utilize 222 Deco-Tread pigmented at 6 ounces per gallon with Tnemec 820 or 821 for grout coat and 248 Everthane pigmented with 821 for finish coat.
  8. Expansion Joints: Refer to Section 3.6 Expansion Joints.

C. Alternate Bid:

1. System Type: Modified Urethane Concrete
2. Surface Preparation: Perform "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (ASTM F 1869). Shot blast or mechanically abrade surface to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a profile. (ICRI - CSP 4-5).
3. Base Coat: Tnemec 241 Ultra-Tread MVT. Broadcast quartz granules to refusal.
4. Broadcast Coat: Tnemec 222 Deco-Tread at 80 to 100 square feet per gallon. Broadcast quartz granules to refusal.
5. Grout Coat: Tnemec 222 Deco-Tread at 14.0 to 16.0 mils DFT.
6. Finish Coat: Tnemec 248 Clear Everthane with 44-600 UV Blocker additive at 2.0 to 3.0 mils DFT
7. Red drive lane with yellow striping. Utilize 222 Deco-Tread pigmented at 6 ounces per gallon with Tnemec 820 or 821 for grout coat and 248 Everthane pigmented with 821 for finish coat.
8. Expansion Joints: Refer to Section 3.6 Expansion Joints.

### **2.2 ACCESSORIES**

- A. Coating Application Accessories:
1. Accessories required for application of specified coatings in accordance with manufacturer's instructions, including thinners.
  2. Products of coating manufacturer.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and conditions under which coating systems are to be applied. Notify Architect of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

### **3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED**

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

### **3.3 SURFACE PREPARATION OF CONCRETE FLOORS**

- A. Prepare concrete surfaces in accordance with manufacturer's instructions, SSPC-SP 13/NACE 6, and ICRI 310.2R.
- B. Ensure surfaces are clean, dry, and free of oil, grease, dirt, dust, and other contaminants.
- C. Test concrete for moisture in accordance with ASTM D 4263 and F 1869.
- D. Allow concrete to cure for a minimum of 28 days before coating.
- E. Level protrusions and mortar spatter.

### **3.4 APPLICATION**

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.
- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.

### **3.5 Exposed Perimeters:**

- A. All exposed perimeter edges of the broadcast overlay, including doorways, traffic aisle sides, drains, etc. must be saw cut. Areas that cannot be reached with the saw or are difficult to saw cut shall be chipped.



- B. Saw cut shall be a minimum of ¼" deep and ¼" wide.
- C. Install flooring so that it folds into saw cut.

### **3.6 Joints:**

- A. Expansion Joints:
  - 1. Install flooring so that it covers the expansion joint.
  - 2. After the floor system is installed, honor existing expansion joint by saw cutting a new ¼" x ¼" joint over the existing. Install closed cell polyethylene backer rod into saw cut approximately ½" to ¾" down into expansion joint, as required.
  - 3. Fill saw cut with suitable flexible polyurethane joint sealant designed for expansion joints, frequently wet and chemical resistant.
- B. Fill all static cracks, surface voids and control joints by first priming with recommended surfacers and fillers. When filled, these areas shall be flush with floor surface.

### **3.7 REPAIR**

- A. Materials and Surfaces Not Scheduled To Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

### **3.8 FIELD QUALITY CONTROL**

- A. Inspector's Services:
  - 1. Verify coatings and other materials are as specified.
  - 2. Verify surface preparation and application are as specified.
  - 3. Verify DFT of each coat and total DFT of each coating system are as specified using wet film and dry film gauges.
  - 4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
  - 5. Report:
    - a. Submit written reports describing inspections made and actions taken to correct nonconforming work.
    - b. Report nonconforming work not corrected.
    - c. Submit copies of report to Architect and Contractor.
- B. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

### **3.9 CLEANING**

- A. Remove temporary coverings and protection of surrounding areas and surfaces.

### **4.0 PROTECTION OF COATING SYSTEMS**

- A. Protect surfaces of coating systems from damage during construction.
- B. Repair deficiencies in coating systems as determined by Architect in accordance with manufacturer's instructions.

### **END OF SECTION**

### **TERMS AND CONDITIONS**

1. Bids must be submitted on the bid form supplied by the City and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. Failure to examine any specifications and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the specifications and instructions or other documents, he should submit a written request for an interpretation to the Fire Chief. An interpretation of the documents will be made only by addendum issued by the City of Brentwood to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
3. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
4. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
5. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
6. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
7. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
8. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
9. Charges for boxing or cartage will not be allowed unless previously agreed upon.
10. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
11. Bidder agrees to defend and save City of Brentwood from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to

goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidder's direction.

12. In case of error or discrepancy in the mathematics of the total bid price, the unit prices shall prevail.
13. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
14. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Brentwood. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
15. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
16. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
17. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.

**BID FORM**

<b>Vendor's name, street address, and mailing address:</b>	<hr/> <hr/> <hr/> <hr/>
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	<hr/> <hr/> <hr/> <hr/>
<b>Manufacturer or product name of bid product(s) or item(s):</b>	<hr/>
<b>Does the bidder take any exceptions to the City's invitation to bid, including the requested specifications?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>Total quoted bid price for product and installation:</b>	\$ _____ for Fire Station 1. \$ _____ for Fire Station 2.
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.
<b>Estimated time of installation:</b>	_____ days after receipt of order.
<b>Last date (no sooner than {9/15/2018}) that bid and associated pricing is valid and may be accepted by the City:</b>	<hr/>

<p><b>Are the following included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of bid product(s) or item(s);</li> <li>• Specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Iran Divestment Act Certification (Exhibit A); and</li> <li>• Affidavit of Non-Collusion (Exhibit B), executed in full.</li> </ul>	<p><input type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses not to include all of these documents.</p>
<p><b>Receipt acknowledged of any and all issued addenda to this solicitation:</b></p>	<p><input type="checkbox"/> Addendum No. _____ received.</p> <p><input type="checkbox"/> Addenda Nos. _____ received.</p> <p><input type="checkbox"/> No addenda received.</p>
<p><b>Signature of bidder's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p>_____</p> <p>(signature)</p>
<p><b>Title of bidder's authorized representative:</b></p>	<p>_____</p>
<p><b>Date of signature:</b></p>	<p>_____</p>

EXHIBIT A

**IRAN DIVESTMENT ACT REQUIREMENTS**

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is to be posted on the website of the State of Tennessee. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

**CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm/Company

**EXHIBIT B**

**Affidavit of Non-Collusion a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Brentwood, Tennessee**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of \_\_\_\_\_ (Owner or Authorized Partner, Officer, Representative or Agent of Owner) \_\_\_\_\_, (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

\_\_\_\_\_  
(signature of Affiant) \_\_\_\_\_ (title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ My Commission Expires: \_