

# City of Murfreesboro



## Request for Competitive Sealed Proposals (RFCSP)

for

**Sign Ordinance Consultant**

**RFCSP-05-2022**

**ISSUE DATE: AUGUST 17, 2021**

**RESPONSE DUE DATE: SEPTEMBER 21, 2021**

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## 1. Introduction

The City of Murfreesboro, Tennessee is issuing a Request for Competitive Sealed Proposals (RFCSP) from qualified vendors for review and revision of the City of Murfreesboro Sign Ordinance. The City desires to establish a qualified sign ordinance consultant to work with Development Services and the Building and Codes Department to provide the City with an updated and effective Sign Ordinance. Consulting services sought include review, recommendation, and draft language preparation for completely revised Sign Ordinance.

### Competitive Sealed Proposal Process and Schedule

The Competitive-Sealed-Proposal method is appropriate when qualifications and experience are of particular importance and price is one of several factors used to determine the best service provider. This method requires each participant to submit a proposal based on certain specified elements with knowledge of the factors used to evaluate the proposal and their relative weight. Those interested in participating in the selection process are afforded the opportunity to pose questions in writing about the RFCSP and services sought before submitting a proposal. After the sealed proposals have been submitted and reviewed, the City may obtain additional information or clarifications including additional “best and final offers” from participants, prior to making its final selection, provided that information from one proposer is not disclosed to another. The City will select a responsible and responsive proposer whose proposal is determined to be most advantageous to the City taking into consideration the evaluation factors.

#### 1.1 Schedule

The City intends to adhere to the schedule below for the selection process. Dates may be adjusted by City as needed.

**No proposals will be accepted after September 21, 2021 at 2:00 P.M. Central Standard Time**

<b>Activity</b>	<b>Target Date</b>
RFCSP Issued	August 17, 2021
Submittal of questions	September 9, 2021
Answers to questions	September 14, 2021
Proposals submitted	September 21, 2021
Finalists notified	TBD
Finalist Presentations	TBD
Negotiation of contract	TBD
City Council action	TBD

## **1.2 Finalist Selection**

The City intends to select two or more Proposers from the RFCSP responses to further evaluate as finalists. Finalists then will be allowed to submit revisions to their proposal to make a last and best final offer. Additional discovery may be performed to assist in selecting the finalist.

The finalist will be selected based on all of the evaluation criteria set forth in Section 7.

## **2. Contact Information**

### **2.1 Vendor Registration**

The City is accepting only electronic bid submissions. All bidders must register with **ProcureNow** to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration is free and can be accomplished through the website: <https://secure.procurenw.com/portal/murfreesborotn>.

Any inquiries or requests for explanation in regard to the City requirements must be received no later than September 9, 2021. No oral interpretation or clarifications will be given as to the meaning or any part of the Request for Competitive Sealed Proposal documents. Prospective proposers desiring further information or interpretations must make requests in writing through the **ProcureNow** Question/Answer Tab via the City's e-Procurement portal, on or before, September 9, 2021 by 2:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders following this solicitation on the City's e-Procurement Portal. Answers to all inquiries or requests involving substantive matters will be provided in addendum form. Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons on record as following this RFCSP. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

### **2.2. Non-Lobbying Clause**

Any supplier or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any City Staff Member, the Mayor, City Council Member, City Manager, Legal Department or any City employee except for the designated contact person, Cathy Smith, Purchasing Director. Any supplier or lobbyist who violates this provision shall cause their Proposal to be considered not responsive and therefore ineligible for award.

## **3. Background**

The purpose of issuing this RFCSP is to receive proposals in order to identify, review, and evaluate a qualified respondent to provide the City of Murfreesboro with a major update to the Sign Ordinance, including analysis of existing standards and repeal and replacement of the current Sign Ordinance.

The City's current sign ordinance was originally adopted August 9, 1984. Since its initial adoption, the Sign Ordinance has been revised dozens of times to address community needs and changes in state and federal law. While necessary, those periodic partial revisions resulted in a Sign Ordinance that is disjointed and dense overall. The City desires the professional services of a Sign

Consultant to provide a complete overhaul of the Sign Ordinance to create a condensed, simplified, and updated version that better serves the City and its citizens.

#### **4. Services Requested/Specifications.**

##### **4.1. General Responsibilities**

**The City is seeking a professional consultant to review and assist with updating and revising the Sign Ordinance within the City Code. At minimum, Consultant will be responsible for an initial review of the City’s existing sign ordinance and recommendation for revision. City may further engage Consultant to provide drafting services for preparation of a new Sign Ordinance.**

##### **4.2 Functional Requirements**

The City is seeking a consultant to perform a review of the existing Sign Ordinance and make recommendations to include specific and miscellaneous sign issues, definitions, and enforcement standards. It is the goal of the City to create an improved Ordinance format that is easy to read and understand, complete with illustrations, graphics, and tables. Input and feedback from interest groups, citizens, City staff, and elected officials are expected components of the work to be performed by the Consultant throughout this project. Consultant will make recommendations for and assist with addressing issues from a planning context for signs, keeping in mind community growth and vision. Consultant is expected to outline legal issues in regulating signs under Tennessee state law regarding political signs, non-commercial signs, flags, real estate signs, digital signs, and billboards. Other pertinent responsibilities will be review of recent state and federal court decisions to ensure compliance, e.g. *Reed v. Town of Gilbert*; addressing sign issues involving art, including murals, sculpture, and other works that may be placed upon private property in public places.

##### **4.3. Implementation, Experience, Training and Vendor Support**

The City anticipates the Consultant to provide staff with technical writing, City Code content, expertise in standards for sign guidelines, quality assurance, development of customized graphics for sign display examples, project management, and shareholder engagement as described in 4.2 above. The work is expected to be performed from the point of hire until final approval of a new Sign Ordinance by the Murfreesboro City Council.

The Proposer shall include qualifications and experience of the firm and key personnel that will be assigned to the contract if awarded. The Proposal should include narrative on the firm’s ability to respond to the City’s needs as outlined in Section 4.2.

##### **4.4. Cost and Fees**

Proposer should submit a cost proposal which would include all details of any fees to be paid to Proposer. Proposer should prepare a cost schedule for both the initial review and recommendations regarding the existing Sign Ordinance and for preparing an entirely new Sign Ordinance. Cost schedules may either be based on a fixed price for total project completion or hourly rate for tasks performed so long as the proposal includes hourly estimation and a “not to exceed” price. The City of Murfreesboro desires transparency concerning all costs and fees proposed.

#### **5. City Terms and Conditions**

It is important for each Proposer to become familiar with each paragraph within this section, as these paragraphs will prevail in the event of any discrepancies or differences between project related or contractual documents.

The Proposer must clearly and specifically detail all exceptions to the Terms and Conditions imposed in this section in the transmittal letter that will accompany its RFCSP response.

### **5.1 Standards**

Proposer must affirm that under its employment policies, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Proposer will be required to certify and warrant that it will comply with this policy.

Proposer understands that it shall be a breach of City's ethical standards policies for any person to offer, give, or agree to give to any City employee or former employee, or for any City employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, evaluation, recommendation, preparation of any part of a requirement or request, influencing the content this RFCSP, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to this RFCSP or any contract or subcontract resulting therefrom.

A breach of these ethical standards may result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor for any City contract.

### **5.2 Warranties**

Proposer warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed and as outlined herein.

### **5.3 Indemnification**

a. Proposer must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of any Agreement entered, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

### **5.4 Terms for Payment**

Payment for services delivered will be thirty (30) days from the date of the invoice.

### **5.5 Assignment**

The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all of its rights, title or interest therein, without prior written consent of the City. Such consent by the City shall not relieve the assignor of liability in the event of default by the assignee.

### **5.6 Insurance**

The successful Proposer shall maintain at least the following commercial insurance policies for the duration of the Contract in the amounts specified:

- Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Technology errors and omissions insurance with minimum coverage of \$500,000 per claim. Such insurance policy shall include, at a minimum, coverage for data breach, data loss, and expense reimbursement. In addition, proposer must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

The selected Proposer must provide City with the required insurance certificates and endorsements naming the City as an additional insured on the liability coverages prior to contract execution.

### **5.7 Scope of Insurance and Special Hazards**

The insurance required under the preceding paragraphs shall provide adequate protection for the successful Proposer and any sub-contractors against damage claims that may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the successful Proposer.

### **5.8 Governing Law and Venue**

The contract will be governed by the laws of the State of Tennessee. Venue for any action shall be in the applicable court for Rutherford County, Tennessee.

### **5.9 Compliance with Laws**

The Proposer's contract shall comply with applicable Federal, State, and Local statutes, rules, and regulations. Proposers shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.

### **5.10 Compliance with Iran Divestment Act**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not a person included within the list created pursuant to Tennessee Code Annotated §12-12-106.

## **6. Guidelines for this Request for Competitive Sealed Proposals Process**

### **6.1 Basis for Proposals**

Only information supplied by the City in writing should be used in the preparation of a proposal. Oral and other interpretations or clarifications shall not be binding. Proposers must acknowledge any subsequently issued addenda by signing and including such documents in the proposal.

### **6.2 Proposer Terms and Conditions**

The Proposer must submit a complete set of any additional terms and conditions that it proposes to have included in contract negotiations with the City with its proposal. City will not accept any contract term limiting Proposer's liability to the amount of the contract. Additionally, the Proposer must submit any and all documents/agreements City must sign with its proposal.

### **6.3 Disclosure of Proposals**

As a matter of state law, each Proposer's RFCSP response in its entirety will become a public record upon the release of the City staff's recommendation to City Council. The content of any proposal will not be disclosed to other Proposers during the selection process.

### **6.4 Late Proposals**

Proposals must be received via the procurement portal on or before the published proposal due date and time. Any proposal received after the time and date set for receipt of proposals will be late and, at the discretion of City, may not be considered.

### **6.5 Signing of Proposals**

The submission and signature of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFCSP and therefore must be signed by a representative with the authority to do so.

### **6.6 Cost of Proposal**

This RFCSP does not commit the City to pay any costs incurred by any Proposer in preparation and/or submission of a proposal or for procuring or contracting for the services to be furnished under the RFCSP. All costs directly or indirectly related to responding to this RFCSP (including all costs incurred in supplementary documentation or on-site interviews) until contract execution will be borne by the Proposer.

### **6.7 Conflict of Interest, Non-Collusion and Anti-Lobbying**

The Proposer promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal, directly or indirectly, through any contact with City Council members or City employees between the release of this RFCSP and award of contract by City and that there will be no collusion and no conflict of interest.

### **6.8 Ownership of Proposals**

All documents submitted in response to this RFCSP shall become the property of City.

### **6.9 Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists between or among two or more Proposers;

- The Proposer is in arrears on an existing City contract or has defaulted on a previous City contract;
- The Proposer lacks financial stability;
- The Proposer has failed to perform under a previous or current City contract;
- The Proposer has failed to adhere to one or more of the provisions established in this RFCSP;
- The Proposer has failed to submit its proposal in the format specified herein;
- The Proposer has failed to submit its proposal on or before the deadline established herein; or
- The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process.

#### **6.10 Right to Waive Irregularities**

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, or irregularities of any kind.

The City reserves the right to waive irregularities. The City also reserves the right to waive any mandatory requirement provided that all proposals failed to meet the same mandatory requirement, and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of City.

#### **6.11 Withdrawal of Proposals**

Bids may be withdrawn through the City's e-Procurement Portal. The responding firm may "unsubmit" their proposal in **ProcureNow**. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time prior to the deadline for submitting proposals by written request if received by the City prior to the exact hour and date specified for receipt of proposals.

#### **6.12 Amendment of Proposals**

A Proposer must submit any amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of a previously submitted response and must be clearly identified as such. City will not merge, collate, or assemble proposal materials.

#### **6.13 Proposal as Firm Offer**

Responses to this RFCSP, including cost, will be considered firm for one hundred twenty (120) days after the due date for receipt of response or receipt of the last best and final offer submitted. All proposals must include a statement to that effect.

#### **6.14 Exceptions to RFCSP**

It is extremely important that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of City's specifications must be clearly identified as such, together with reasons for taking exception, and inserted into the proposal response. If the Proposer does not make clear that an exception is being taken, City will assume the proposal response is responding to and will meet the specification as written.

**However, the City does not anticipate approving any exceptions to the specifications stated herein.**

Where the Proposer does not agree with City's terms and conditions, the proposal must enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording. Any minimum terms that City will have to agree to in order to enter into a contract with the Proposer and any item the Proposer considers to be a mandatory term must be submitted with the RFCSP response.

#### **6.15 Consideration of Proposals**

Discussions may be conducted with responsible Proposers for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Proposers. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of City.

#### **6.16 Termination**

The City reserves the right to cancel this RFCSP at any time. City reserves the right to reject any or all proposals submitted in response to this RFCSP.

#### **6.17 Taxes**

Proposer will be responsible for the payment of any applicable tax on the services it will provide. Proposers will include in its fee proposal all applicable local, City, state, and federal taxes.

#### **6.18 Award of Contract**

The City reserves the right to withhold final action on the RFCSP for a reasonable time, not to exceed one hundred and twenty (120) days after the date of submitting proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Proposer. The award of the contract, if an award is made, will be to the most responsible and responsive Proposer whose proposal meets the requirements and criteria set forth in the Request for Competitive Sealed Proposals and whose contract terms are acceptable to City. City reserves the right to abandon, without obligation to the Proposer, any part of the project, or the entire project, at any time before the successful Proposer begins any work authorized by City.

The award of the contract shall not become effective until the contract has been executed by the successful Proposer and City.

#### **6.19 Appeal Process**

Each Proposer shall be notified of the Proposer selected for recommendation to the City Council before the proposed City Council action. A protest by an aggrieved Proposer who is not selected will be heard by the City Council if filed with the City Council, through the City Recorder, within seven (7) days after the intended award is announced. Any issue raised by the protesting party after the seven-day period shall not be considered as part of the protest. The City Council may stay an award due to a pending protest without financial or other obligation to the Proposer recommended to the Council. The City Council may, by resolution, adopt rules and procedures applicable to protests.

#### **6.20 Execution of Contract**

The City shall authorize award of the contract to the successful Proposer. City will require the successful Proposer to sign the necessary documents entering into the required contract with City

within ten (10) days of receipt and to provide the necessary evidence of insurance as required under the contract.

No contract for this project may be signed by City without the authorization of the City Council. No contract shall be binding on City until it has been approved as to form by the City Attorney and approved and executed by the Mayor or designee.

#### **6.21 Interviews and Presentations**

If deemed necessary to fully understand and compare the proposer's capabilities, the City may request presentations by proposers with possible subsequent interviews. Oral presentations may have time limitations. Presentations may include but not be limited to demonstrations of end-user reporting, ad-hoc or (other) report writing and uploading of files.

#### **6.22 Auditable Records**

The successful proposer must be prepared to maintain accounts and records in connection with its performance of services for City as reasonably required. The Proposer must afford City agents or auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance. The records may be examined at any reasonable time during the term and for a period of three years following the completion of work under any contract. Upon request by the City, winning proposer shall be able to produce and exhibit all such records as requested. Records must be available within an office environment located not more than a 45 minutes' drive from the City's local office or the reasonable expenses incurred to access the records must be borne by successful proposer.

#### **6.23 Miscellaneous**

The City reserves the right to cancel this RFCSP and contract under a separate process. The selected proposer will be required to contract with the City and all contract terms are subject to negotiations after the selection is made. The City may contract with any other proposer without renewing the RFCSP in the event the City and selected proposer are unable to mutually agree upon a contract for the desired services. Nothing herein may be taken as a commitment by the City upon which any proposer may act in reliance. All costs incurred in preparing a response are to be borne solely by each proposer.

#### **6.24 Compliance with Iran Divestment Act**

By submission of this proposal, each proposer and each person signing on behalf of any bidder certifies, and in the case of a joint proposal 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 a person included within the list created pursuant to T.C.A. §12-12-106.

**NOTE:** All responses are subject to public disclosure in accordance with the Tennessee Public Records Law. In the event a proposer desires to share proprietary or confidential information, arrangements must be made with the City prior to disclosure of that information to any person or agent of the City.

### **7. Evaluation Criteria**

Proposals will be based on the comprehensive review of specifications listed in the Sign Ordinance Consultant RFCSP and shall be weighted based on the following:

Functional Area	% of Assessment
<b>Experience and Qualifications</b> (Qualified AICP Planner Preferred)	35%
<b>References</b> Provide at least 3 references from similar services performed within the last 5 years	20%
<b>Benefit to the City</b> How will the City benefit from the programs, procedures, and services of Proposer and what unique capabilities does Proposer offer	30%
<b>Cost Proposal</b>	15%
<b>Total</b>	100%

## 8. RFCS Requirements and Format

Please use the following format to structure your RFCS response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to follow the directions or to address all items will impact the evaluation. Failure to address a significant portion of the items may classify the response as non-responsive and preclude it from further consideration. **The number of pages in the RFCS response cannot exceed 50 pages.** Appendices will not be counted as part of the 50-page limit. Resumes and marketing material may be included and will not be counted towards the 50-page limit; however, this information must be in its own section at the end of the RFCS response.

### 8.1 Cover Page and Table of Contents

Show the name of your firm, address telephone number(s), name of contact person and title and date. Table of contents should clearly identify material by section and page number.

### 8.2 Proposal

- 1) Proposer Profile: The Proposer will provide a description of its organization and any other firms who will be providing products or services through a subcontracting arrangement with the Proposer.
- 2) Qualifications: Proposer's qualifications to perform the services requested that will also address the evaluative criteria.
- 3) Experience: Please describe your organization's experience in providing similar services. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to complete similar services and projects.
- 4) References: Please provide references for at least five organizations for whom Proposer is or has provided similar services. Identify any public sector experience in Tennessee.
- 5) Key Personnel: Identify and provide a brief professional resume of the key personnel anticipated to be used to provide the services sought.

- 6) City's responsibilities: Identify and briefly describe the role and responsibilities Proposer would expect City to perform in achieving delivery of the requested services.
- 7) Proposer's responsibilities: Identify and describe the services the Proposer can provide to achieve the required goals.

### **8.3 Submittal**

**All Proposals should be submitted via the City's e-Procurement Portal, Procure Now.**

**All Proposals must be submitted by 2:00 p.m. CST on September 21, 2021. All proposals will be opened at that time by the Purchasing Department via Zoom. A Zoom link will be provided to those vendors registered to bid on this procurement.**

## Iran Divestment Act

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

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

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

**FAILURE TO SIGN AND RETURN THIS FORM IN BID PACKET BY DEADLINE WILL  
AUTOMATICALLY DISQUALIFY BIDDER.**

**SIGNATURE SHEET**

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

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

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT**

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Print / type name as signed above):

\_\_\_\_\_

DATE: \_\_\_\_\_



**PROPOSER AFFIDAVIT ON COMPLIANCE  
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Proposer, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Proposer affirms that:

1. it has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

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Name of Proposer

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Printed Name and Title of Principal Officer

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Signature by Principal Officer

**REFERENCE LISTING FORM**

List a minimum of 5 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years.

1 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

2 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

3 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

4 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

5 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

My company has been in this type of business for \_\_\_\_\_ years

State License Number (if applicable): \_\_\_\_\_

Expires: \_\_\_\_\_