



Request for Proposal

Date: February 20, 2026

For the Project Titled
**RFP – Rossvie Rd/Rollow Ln Sightline
Improvements**

OWNER:
Montgomery County Highway Department
1302 Crossland Avenue
Clarksville, TN 37040

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Montgomery County Government.

Bid #2026-0202



Bid Advertisement – Rossview Rd/Rollow Ln Sightline Improvements

Bids for the Montgomery County Highway Department Rossview Rd/Rollow Ln Sightline Improvements will be received by Elizabeth Black, Purchasing Agent, Montgomery County Purchasing until **2:00 P.M. CST on Friday, March 6, 2026**, at which time the bids will be opened and read aloud. Sealed bids for the project will be received in person by Elizabeth L. Black Purchasing Agent, Montgomery County Purchasing at 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Bids may also be received online, please refer to the bid documents for instructions.

The Montgomery County Highway Department is seeking a vendor to improve the line of sight near the intersection of Rossview Road and Rollow Lane. This includes the design and all work for the cut of the elevation of the grade by excavation of matter, dirt, debris and rock, hauling and disposal of such, along with erosion control, stabilization and utility relocation. This project is to create a lower elevation, allowing for a greater sight distance for drivers on the roadway. All proposals must be in a sealed envelope and provide the following information: the vendor's name, address, and the words "RFP – Rossview Rd/Rollow Ln Sightline Improvements"

No Proposer may withdraw their bid for sixty (60) days following the proposal deadline. The right to reject any or all proposals and to wave technicalities is reserved by the owner.

**BID INVITATION INSTRUCTIONS
(READ CAREFULLY)**

(1) ALTERATIONS- Any alterations, additions or omissions of required information, changes of the specifications or BID schedule, are at the risk of the vendor and may result in the rejection of the bid, unless the approver authorizes such changes.

(2) BIDS - All bids must be typed or written legibly in ink. **Vendors, verify bids before submission. No bid may be withdrawn or changed after the official opening.** Any mention of a specific make, model or brand is strictly for the purpose of comparison of character and quality of product being sought. All alternates will be reviewed and considered in comparison to request. This bid may be awarded in whole or in part to one or more bidders.

(3) DELIVERIES- Montgomery County Government assumes no liability for merchandise or other materials delivered without written order of the purchasing director.

(4) RESPONSIBLE VENDORS- Failure of a vendor to execute a purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future business.

(5) PROPOSING FIRM- The agent of the proposing firm hereby certifies to the best of his knowledge and belief that this bid/proposal submitted to Montgomery County has not been prepared in collusion with any other seller of similar products. The prices, terms and conditions of said bid/proposal have not been communicated by the undersigned nor by any employee or agent of the proposing firm to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said proposal. The affiant further states that no official or employee of Montgomery County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

(6) IMPORTANT- To be acceptable, all bid/proposals must be on the correct form, and each such bid/proposal must be addressed and delivered to the Purchasing Director, Montgomery County, Tennessee, prior to the Bid/Proposal opening. Bid/Proposal envelopes must be **sealed** and **clearly** indicate the words, "BID – Hwy Dept Rossvie Rd/Rollow Ln Sightline Improvements". Bids can be mailed or hand delivered to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Such bids/proposals delivered to other persons, locations, or on another form will not be acceptable. ***Electronic is an acceptable submission method via Bonfire or mocobids@mcgtn.net***

All vendors awarded contracts agree to the terms and conditions herein set forth.

The Purchasing Director reserves the right to reject any or all bids.

Elizabeth L. Black
Purchasing Director
Telephone: (931) 648-5720
elblack@mcgtn.net

REQUEST FOR BID
Montgomery County Highway Department
Rossvie Rd/Rollow Ln Sightline Improvement

1. PURPOSE:

The Montgomery County Highway Department is seeking a vendor to improve the line of sight near the intersection of Rossvie Road and Rollow Lane. This includes the design and all work for the cut of the elevation of the grade by excavation of matter, dirt, debris and rock, hauling and disposal of such, along with erosion control, stabilization and utility relocation. This project is to create a lower elevation, allowing for a greater sight distance for drivers on the roadway.

2. TIMELINE:

Release of Bid – Friday, February 20, 2026

Deadline for Questions – Friday, February 27, 2025, at 2 p.m. CST. All questions must be submitted in writing to Elizabeth Black, Purchasing Director at mocobids@mcgtn.net.

Answers Provided – Tuesday, March 3, 2025

Bid Deadline/Bid Opening – Friday, March 6, 2025, at 2 p.m. CST

Bids submitted after the deadline will not be opened. Bids must be sealed and may be mailed, or hand delivered to the Montgomery County Purchasing Department. Bids can be mailed or hand delivered to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Bids should include all necessary documents and have the name of the proposer and the words “Bid – Hwy Dept Rossvie Rd/Rollow Ln Sightline Improvements” on the outside of the envelope. Bids may also be submitted electronically via Bonfire. The Bonfire portal can be found on the purchasing website at www.montgomerytn.gov/purchasing.

Vendors must guarantee that all information included in the bid will remain valid for a period of at least sixty (60) days from the date of the bid/proposal opening to allow for evaluation of all bids. Bids/proposals may be withdrawn at any time up until the time of opening. A withdrawn bid/proposal may be resubmitted up to the time designated for the receipt of bid/proposals provided it fully conforms to the same general terms and requirements.

Montgomery County is not responsible for any costs incurred by any vendor pursuant to the bid/RFP process. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its bid/proposal. Montgomery County does reserve the right to reject any and all bids.

3. TERM:

Project will begin immediately upon an executed contract and shall be completed by April 30, 2026.

4. SPECIFICATIONS:

At the location of the intersection of Dunlop Lane and Rollow Lane, on land titled to Montgomery County and within the adjacent/overlapping State right-of-way of Rollow Lane and Rossvie Road, design and all work for the cut of the elevation of the grade by excavation of matter, dirt, debris and rock, hauling and disposal of such, erosion control, stabilization, and utility relocation creating a lower elevation of the grade to allow for a greater site distance for drivers on the roadway approaching the named intersection. The elevation change and area for excavation expected at the intersection can be identified by Montgomery County Highway department administration sufficient for the vendor’s proposal.

Work to be completed by April 30, 2026.

Work consists of: (estimates are provided and should be verified by bidder)

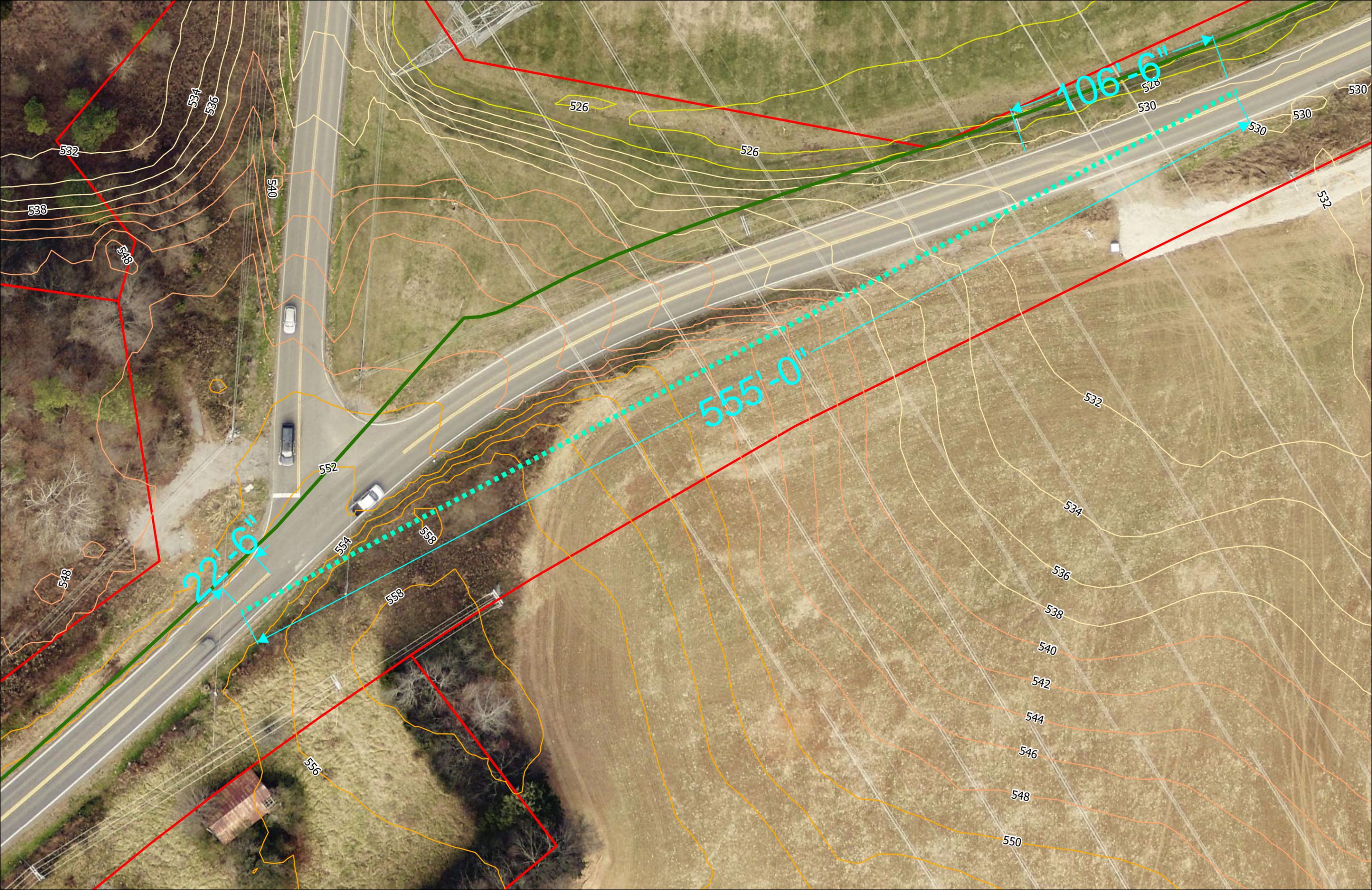
1. Mobilization and General Conditions to include survey control and coordination with property owners for access and movement across their property
2. Initial Erosion Control on-site (1,200 LF Silt Fence, 2 EA Construction Entrance)
3. Erosion Control Maintenance and continual sweeping of Rollow Lane and Rossvie Road
4. Traffic Control for entering and exiting the roadway as well as advance warning and signage
5. Clearing and grubbing of fence line and other debris within line-of-sight path
6. Removal of existing waterline within limits of excavation (coordination with CGW required)
7. Coordination with both CDE and CEMC for guy anchor pole stabilization and/or removal and replacement
8. Excavation to provide adequate line of site and removal from the project (9,430 CY)
 - This includes layout and as-builts, stripping and stockpiling of topsoil (1,950 CY)
 - Spoils must be taken to a permitted site with adequate EPSC measures
 - SWPPP inspections and monitoring in accordance with TDEC General Permits
 - As-built survey and replacement of topsoil (1,800 CY)
9. Stabilization of the excavation with seeding and straw-coconut matting (34,600 SF)
10. Re-installation of waterline with CGW and removal of all temporary EPSC measures

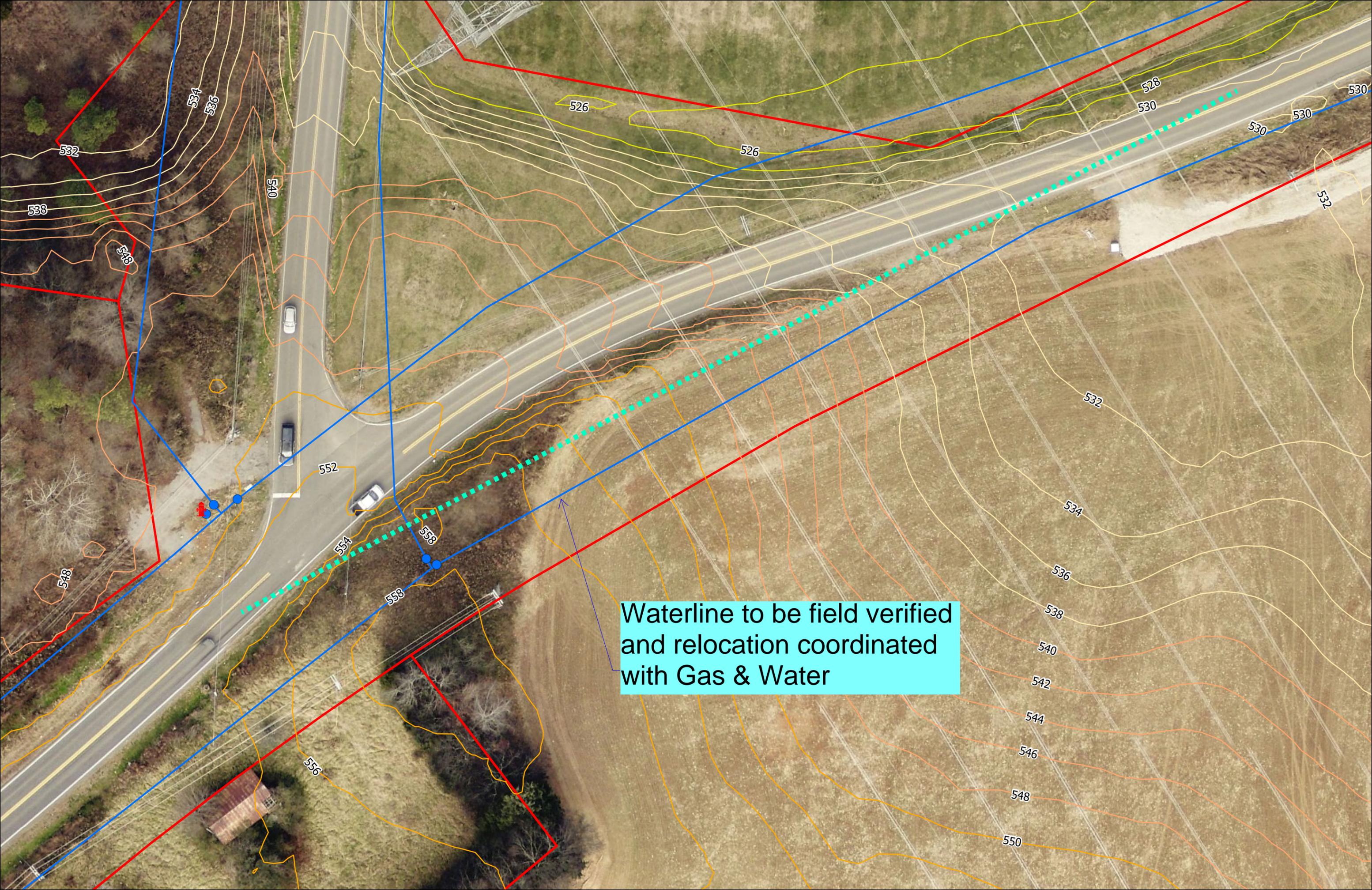
Proposed Lump Sum Amount	\$
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Amount in words: _____

5. BOND REQUIREMENTS:

Each bid must be accompanied by a certified check, cashier's check, or a bid bond prepared on an acceptable Form of Bid Bond and, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid made payable to **Montgomery County Trustee**. Such checks or bid bond shall be returned to all except the three (3) lowest bidders within three (3) days after the opening of the bids, and the remaining cash, check or bid bonds shall be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of the bidder's bid. Bid Bond EJCDC C430 is an acceptable form and is attached herein as a sample. Other bond forms created by bonding companies are also acceptable.





Waterline to be field verified and relocation coordinated with Gas & Water



Addenda Acknowledgment

The bidder acknowledges that they have received the following Addendum. The modifications to the bid documents noted therein have been considered and all costs thereto are included in the bid.

Company Name: _____

Bid/RFP Name: _____

Printed Representative Name: _____

Signature: _____

Addendum Number _____ **Date** _____

Addendum Number _____ **Date** _____

Addendum Number _____ **Date** _____

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Bid Project <i>(name and location)</i> : [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: [Full formal name of Owner]</p> <p>Mailing address <i>(principal place of business)</i>: [Address of Owner's principal place of business]</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount from Contract]</p> <p>Effective Date of Contract: [Date from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>_____</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>_____</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>): [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: [Full formal name of Owner]</p> <p>Mailing address (<i>principal place of business</i>): [Address of Owner's principal place of business]</p>	<p>Contract</p> <p>Description (<i>name and location</i>): [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

FORM OF PRIME CONTRACTOR NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, disposes and says:

That he is _____, (a partner or Officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affidavit or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Montgomery County Government or any person interested in the proposed contract; and that all statement is said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual;

Partner, if bidder is a partnership;

Officer, if bidder is a corporation.

Subscribed and sworn to before me

this _____

day of _____, 2025

My commission expires:

_____, 2025

DRUG-FREE WORKPLACE AFFIDAVIT

I, _____ of _____ ,
(Printed name) (Company Name)

hereby state that, as an employer, I have adopted a drug-free workplace policy which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development.

Said drug-free workplace program is in compliance with the Tennessee Drug-free Workplace Act, T.C.A. §50-9-101 through 50-9-113 that became effective January 1, 2001.

Signature

Date



STATEMENT

I, _____ of _____ ,
(Printed name) (Company Name)

hereby state that I employ less than five (5) employees and I am not required to submit the Drug-Free Workplace Affidavit.

Signature

Date

GENERAL INDEMNITY

I, _____, hereby agree to indemnify, defend, and hold harmless Montgomery County Government, its appointed or elected officials, employees, and agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, attorney fees, costs and expenses of whatsoever kind or nature arising out of my contractor's obligations and operations provided in this contract.

I acknowledge that I have familiarized myself with the subject property and Bid Documents, and I release Montgomery County Government from any and all claims that may result from the activity associated with this contract.

(Applicant's Signature)

(Date)

MONTGOMERY COUNTY CONTRACTOR SAFETY PROGRAM

1. PURPOSE

This program is designed to set safety and health expectations and establish a screening process so that Montgomery County may hire and use Contractors who accomplish the desired job tasks without compromising the safety and health of employees. The Contractor must assure that contract employees are trained on: performing the job safely, of the hazards related to the job, and other applicable provisions of the OSHA Standards. The program is a systematic approach that must be used to evaluate Contractor personnel used in the conduct of business with Montgomery County.

Montgomery County does not take responsibility for the safety of the Contractor's employees. Nor does the County take responsibility for instructing Contractors on how to perform work. Rather, this program spells out what is expected of Contractors conducting work for Montgomery County.

Contractors are defined as non-County government individuals or businesses that are retained by the County to provide specific labor or services.

2. RESPONSIBILITIES OF THE CONTRACTOR

Contractor compliance with all state and federal occupational safety and health standards is a condition of doing business with Montgomery County. Contractors have the responsibility to:

- Conduct daily safety inspections of all assigned areas.
- Identify and correct hazards within their responsibility and report hazards to the County.
- Provide Contractor employees with personal protective equipment as needed to safely perform contracted tasks.
- Ensure Contractor employees have the training for assigned tasks as is required by state and federal occupational safety and health standards.
- Coordinate with County Safety and Risk Management Manager for safety related issues that may affect County operations.
- Establish and maintain an effective safety and health program for contractor employees.
- Establish and maintain an effective safe housekeeping program.
- Make available for inspection by the County any written safety programs, safety data sheets, training records and other safety-related documents.

3. MONITORING AND INSPECTIONS

All Contractors and subcontractors working under contract with Montgomery County are subject to regular safety, health and environmental monitoring by the County.

4. HAZARDOUS CHEMICAL / SUBSTANCE NOTIFICATION

Contractors must follow state and federal Occupational Safety and Health Administration Hazard Communication standard requirements including use, safe handling and storage of chemicals.

Contractors are required to inform the County of all hazardous substances which may be brought on to County property, including providing the most current Safety Data Sheet (MSDS)/(SDS) for each substance. All spills and leaks of hazardous chemicals shall be immediately reported to the County Safety and Risk Management Manager.

5. WORK ZONE TRAFFIC CONTROL

All Contractors conducting work which involve traffic control in the public way shall comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices. The County Highway Supervisor (931-648-5740) should also be contacted prior to commencing operations. This measure is to ensure the safety of workers and the public.

6. DUE REGARD FOR THE PUBLIC

All Contractors and their employees while engaged in work for Montgomery County shall exercise due regard and reasonable care for the safety of the public.

7. OTHER POLICIES AND PROCEDURES

All Contractor employees shall adhere to all County policies and procedures, including but not limited to: access to County facilities and equipment, use of controlled substances, firearm & explosive restrictions, harassment of other persons, traffic and parking regulations.

The County's policies and procedures may vary by Department, Building or Park. Contact info for each Department can be found at www.mcgtn.org.

8. CONTACT INFORMATION FOR COUNTY SAFETY AND RISK MANAGEMENT MANAGER

Contact Jennifer Hood the County Safety and Risk Management Manager 350 Pageant Lane, Suite 301-C, Clarksville, TN 37040, (931) 245-3370, Email: jnhood@mcgtn.net.

9. ENVIRONMENTAL, SAFETY AND HEALTH SOURCES OF INFORMATION

TENNESSEE OSHA: www.tn.gov/workforce/employees/safety-health/tosha.html

FEDERAL OSHA: www.osha.gov/

TENNESSEE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:

www.tn.gov/environment.html

Contractor Safety Information

PURPOSE: The purpose of this questionnaire is to provide Montgomery County with necessary information about your company's safety program and performance. All items must be completed.

Company Name: _____

Address: _____

Safety Director: _____
(Person responsible for safety)

Phone #: _____

Email: _____

1) Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- i) Number of recordable injuries/illnesses _____
- ii) Number of restricted work days _____
- iii) Number of lost work days _____
- iv) Number of fatalities _____
- v) Employee hours worked last year _____
- vi) Number of injuries/illnesses requiring hospitalization _____

2) Safety Program

- i) Does your company have a written safety program?

Yes _____ No _____

- ii) Is the program revised/updated annually?

Yes _____ No _____

- iii) Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?

Yes _____ No _____

iv) Do you have a new hire orientation program pertaining to safety training?

Yes _____ No _____

v) Does it include any training on the following? (If your company has a handbook, please submit a copy).

Yes _____ No _____

Head Protection
Eye Protection
Hearing Protection
Respiratory Protection
Fall Protection
Scaffolding
Housekeeping
Fire Protection
Confined Space Entry

Emergency Procedures
Hazardous Substances
Trench & Evacuation
Barricades
Electrical Safety
Rigging & Crane Safety
Hand & Power Tool Safety
Hand Protection
Others

vi) Do you have a foreman safety training program?

Yes _____ No _____ If yes, please include an outline.

vii) Do you conduct regular safety meetings? Yes _____ No _____

viii) Are records kept? Yes _____ No _____ How often? _____

ix) Do you generate accident investigation reports? Yes _____ No _____

x) Do you perform project safety inspections?

Yes _____ No _____

Who conducts them? Name _____

Job Title _____

How often? _____

3) Lockout/Tagout

Does the work that you are submitting a bid for, involve any "Lockout/Tagout" situations?

Yes _____ No _____

If yes, please submit a copy of your written Lockout/Tagout procedures.

4) Hazard Communication

Does the work that you are submitting a bid for, involve the use of any “Hazardous Substances”?

Yes _____ No _____

If yes, please submit a copy of your written hazard communication program and safety data sheets for any hazardous substance that you will be using in your work.

5) Confined Spaces

Does the work you are bidding involve working in a “Confined Space”?

Yes _____ No _____

If yes, include your work plan, copies of training certification of the pertinent employees, entry permit and who will be in the confined space permit-required.

6) Elevated Work and Fall Protection

Does the work that you are submitting a bid for, involve any “Elevated Work”?

Yes _____ No _____

If yes, please submit a copy of your fall protection and elevated work rules policy.

7) Powered Industrial Vehicles

Does the work that you are submitting a bid for, involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)

Yes _____ No _____

Have designated people been trained on such?

Yes _____ No _____

8) Respiratory Compliance

Does your company have a written respiratory program or policy?

Yes _____ No _____

Have employees been fit tested quantitatively or qualitatively?

Yes _____ No _____

Do you have established medical surveillance procedures?

Yes _____ No _____

What type of respiratory training has your employee had?

What type of respiratory equipment are they permitted to wear?

9) Key Personnel

List the key onsite people you would use for this project.

Name: _____

Title: _____

Name: _____

Title: _____

**CONTRACTOR / CONSULTANT / SERVICE PROVIDER ACKNOWLEDGEMENT OF RECEIPT OF
MONTGOMERY COUNTY CONTRACTOR SAFETY PROGRAM**

Company Name: _____

Contractor's Authorized Safety Representative: _____

I acknowledge receipt of and agree to comply with Montgomery County's Contractor Safety Guidelines. I will also make employees and subcontractors aware of County's safety expectations and requirements.

I understand that any accidents, injuries or property damage will be reported to the County Safety and Risk Management Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the County Safety and Risk Management Manager.

I certify that all personnel conducting work have been trained in accordance with Occupational Safety and Health Administration regulation: 29 Code of Federal Regulations § 1910/1926.

Authorized Representative (Printed): _____ Date: _____

Signature of Authorized Representative: _____



PURCHASING

**Non-Boycott of Israel Act
TCA 12-4-1**

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. In the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. **Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.**

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee

Date

Organization Name

Address



PURCHASING

IRAN DIVESTMENT ACT

Certification of Non-inclusion

NOTICE: Pursuant to Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated with NY04 15.2025.pdf](#)

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.

Vendor Name (Printed)

Address

By (Authorized Signature)

Date Executed

Printed Name and Title of Person Signing



Montgomery County Government Purchasing

Elizabeth L. Black
Purchasing Agent

Phone: (931) 648-5720
elblack@mcgtn.net

350 Pageant Ln.
Suite 101-E
Clarksville, TN 37040

Contract Number

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age, sex, 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, Contractor certifies and warrants it will comply with this policy.

Please Print:

Contractor's Name

Street Address

City

State

Zip Code

Contractor's Phone Number

I, _____, hereby agree to abide by the
aforementioned non-discrimination statement and included Title VI regulations.

Signature

Date

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type (please check all that apply):

- Woman-Owned Business
- Woman Minority-Owned Business
- African American-Owned Business
- Native American-Owned Business
- Hispanic-Owned Business
- Asian-Owned Business
- Veteran-Owned Business
- Business Owned by a Person with a Disability
- Other Option : _____



PURCHASING

Elizabeth L Black
Purchasing Director

350 Pageant Lane, Suite 101-E
Clarksville, Tennessee 37041

Email: elblack@mcgtn.net
Phone: (931) 648-5720

Prohibited Contract Clauses or Provisions

Montgomery County is not allowed to waive or limit liability, nor waive or limit the legal rights it would have under existing law to recover its losses under Tennessee law by contract. Powers to do so simply are not granted by the State to a county.

If through the statutory purchasing process, no acceptable supplies, materials, equipment and contractual services proposal is received, and the supplies, materials, equipment and contractual services are essential to the operation of Montgomery County, then and only then will Montgomery County consider a proposal with a limitation of liability, and then only "to the extent allowed by law". While a proposal may be made with a limitation of liability, no proposal with a limitation of liability will be considered if other otherwise acceptable proposals contain no limitation of liability. Acceptance of any proposal with a limitation of liability will be rare and strictly scrutinized.

Generally, contract clauses in derogation of the County's prohibitions are found in the list below and are not acceptable.

- Provisions requiring the County to pay taxes that we are exempt from paying under Tennessee law.
- Provisions requiring the County to pay cancellation fees, incidental or consequential damages, or punitive or exemplary damages. County is liable for actual damages only.
- Provisions requiring the County to pay punitive damages, attorney fees, collection costs, or costs of litigation.
- Provisions requiring the County to agree to assume the risk of liability which might otherwise fall on other parties are void as both an unauthorized attempt to abrogate sovereign immunity and an unauthorized attempt to lend the County's credit (Tenn. Const. I, § 17; Tenn. Const. art. II, § 31).
- Provisions requiring the County to insure, guarantee, or indemnify or hold harmless the Vendor or any party from claims which may arise out of the Agreement or be brought by third parties (OAG 93-1, OAG No. 99-095, OAG 04-065).
- Provisions that limit or cap the total liability of any other party.

- Provisions requiring the County to purchase or obtain liability, property, or other insurance or a performance bond. The County self-insures its exposures in general liability.
- Provisions designating the governing law of a state other than Tennessee.
- Provisions designating the Venue for any claim brought against the County other than Tennessee.
- Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act (T.C.A. § 10-7-101, *et seq.*). Except as otherwise provided by statute, all County records are public records and open to inspection by any citizen of this State (T.C.A. § 10-7-503).
- Provisions providing for a limitation of time in which the County may bring suit (T.C.A. § 28-1-113).
- Provisions limiting the Vendor's maximum liability. The County cannot waive its right to recover from the vendor what the law would provide under otherwise governing applicable legal principles. In part, it is impermissible for counties to agree to limitations on liability and indemnification clauses because it appropriates money and nullifies governmental immunity without the consent of the legislature. The general existing applicable law regarding duties and liability cannot be waived. Response proposals may be made with limitations of liability subject to the complete statement above.
- Provisions that simply attempt to restate the existing law.

The above is not an exhaustive list. Different contract clauses may set out prohibited duties and rights, and/or limitations/waivers differently.

All proposed contracts for Montgomery County's review must be delivered as a WORD document for use to exchange revisions.