



## WILLIAMSON COUNTY GOVERNMENT

June 19, 2019

To Whom It May Concern:

Williamson County is accepting bids for shirts for the Parks and Recreation Department. Minimum bid specifications are enclosed. Please note any exceptions to the bid. There will be an option to renew at same pricing for an additional one year term.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened July 18, 2019, 2:00 p.m. Bids should be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Bid – Shirts, Parks and Recreation Department, July 18, 2019. Envelope must also include bidder's company name. PLEASE NOTE: IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine or e-mail.

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, and Business Tax and License Affidavit.* Please complete these documents and return them with your bid. All bidders must be a United States company authorized to do business in Tennessee.

If you have any questions, please e-mail [leslie.mitchell@williamsoncounty-tn.gov](mailto:leslie.mitchell@williamsoncounty-tn.gov). All questions must be submitted in writing by 4:30 p.m. CST on July 12, 2019. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB  
Purchasing Agent



**BID SPECIFICATIONS**  
**WILLIAMSON COUNTY PARKS & RECREATION DEPARTMENT**  
**SHIRTS FOR PROGRAMS/ATHLETICS/CAMP PROGRAMS**

The following specifications will apply to all shirts ordered by the Williamson County Parks & Recreation Department from the date of award through June 30, 2020 on an as-needed basis. There will be an option to renew for an additional one year term.

All shirts must be first-run shirts. All bids should include the price of artwork, films and screens, as well as shipping costs.

This bid will apply to all shirts ordered for leagues, tournaments, aquatics, special events and camp programs. These orders will be placed at various times throughout the year, and may be small orders (149 shirts or less), large orders (150 or more shirts).

**Program/Aquatics/Athletic shirts/Camp Shirts/etc.**

Must be first-run shirts

Each order may have a different shirt color.

Each order will have different artwork.

Each order can have from 1-color to 4-color screens, front and back.

**Pre-production proofs must be provided to WCPR for approval.**

Equivalent brands of shirts may be substituted for specified brands, with prior approval from our department.

- **Port & Co. Toddler Fan Favorite TeePC450TD Short Sleeve, or equivalent.**  
Approximately: (750)
- **Jerzees Dri-Power Active 50/50-29B/29M Short Sleeve, or equivalent.**  
Approximately: (1632) Youth XS - XL, (2615) Adult Small - XL, (535) Adult 2X, (235) Adult 3X, (51) Adult 4X,
- **Jerzees Dri-Power Active 50/50-29B/29M Short Sleeve, or equivalent w/1 or 2, 8" numbers in one color on back, no other artwork on back.**  
Approximately: (300) Youth XS - XL, (140) Adult Small - XL, (40) Adult 2X, (10) Adult 3X, (10) Adult 4X
- **Sport-Tek Competitor Tee ST350/TST350/YST350/ST350LS/TST350LS, S/S & L/S Tees, or equivalent.**  
Approximately: (500) Youth XS-XL, (1,525) Adult Small - XL, (450) Adult 2X, (200) Adult 3X, (12) Adult 4X  
*From the above estimates, approximately: (250) youth shirts will need 1 (or 2) digit 8" numbers on the back*
- **Sport Tek Heather Contender Tee ST360/TST360/ST360LS/YST360** Youth XS-XL (500) Adult S-XL (500) 2XL (100) 3XL (50) 4XL (12)

The Williamson County Parks & Recreation Department will provide artwork for all screen prints and logos. The Bidder must be able to coordinate with the software used by the Parks & Recreation Department for developing the artwork. Primarily, this will be Microsoft Publisher and vector files.

The quantities specified are estimated only. They do not indicate the actual quantity which will be ordered, since each order will be dependent upon requirements which develop during the contract period.

**Large orders (150 pieces or more) must be delivered within 21 days after approval on the proof. Small orders (149 pieces or less) must be received within 10 days after approval on the proof. THIS IS A MANDATORY REQUIREMENT. CONTRACT WILL BE CANCELLED IF DELIVERY REQUIREMENTS ARE NOT MET.**

Purchase orders must be used to order items available under this contract.

**BID SHEET**  
**Williamson County Parks & Recreation Department**  
**Shirts for Programs/Athletics/Camp Programs**

All bids **MUST** be submitted on this bid sheet.  
**SUBMIT PRICING FOR ONLY WHAT IS SHOWN ON THIS BID SHEET**  
Pricing is to be based on 4-color, front and back and Must Include Delivery

<u>Program/Aquatics/Athletic/Camp</u>	<u>Price per Shirt</u>	<u>Brand/Style</u>
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**Port & Co. PC450TD S/S Tee or equivalent (any color)**

Toddler 2T-4T <u>plus</u> 4-color max imprint (front and back)	_____	_____
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**Jerzees Dri-Power Active 29B/29M S/S Tee or equivalent (any color)**

Yth XS – Yth XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
Small - XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Jerzees Dri-Power Active 50/50 29B/29M S/S Tee or equivalent w/1 or 2, 8" numbers on back (one color for numbers, no art on back of shirt)**

Yth XS – Yth XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
Small - XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Sport-Tek Competitor Tee #ST350 S/S Tee or equivalent (any color)**

XS - XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Sport-Tek Competitor Tee #ST350LS L/S Tee or equivalent (any color)**

XS - XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Sport-Tek Tall Competitor Tee #TST350 S/S Tee or equivalent (any color)**

XS - XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Sport-Tek Tall Competitor Tee #TST350LS L/S Tee or equivalent (any color)**

XS - XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Youth Sport- Tek Competitor Tee #YST350 S/S Tee or equivalent (any color)**

Youth XS-Youth XL plus 4-color max imprint (front and back) \_\_\_\_\_

**Youth Sport-Tek Competitor Tee YST350 S/S Tee or equivalent with 1 or 2 8" numbers (any color)**

Youth XS-Youth XL plus 4-color max imprint (front and back) \_\_\_\_\_

**Sport-Tek Contender Tee #ST360 Tee or equivalent (any color)**

XS- XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Sport-Tek Contender Tee #ST360LS L/S Tee or equivalent (any color)**

XS- XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Sport-Tek Tall Contender Tee #TST360 S/S Tee or equivalent (any color)**

XS- XL <u>plus</u> 4-color max Imprint (front and back)	_____	_____
2X <u>plus</u> 4-color max imprint (front and back)	_____	_____
3X <u>plus</u> 4-color max Imprint (front and back)	_____	_____
4X <u>plus</u> 4-color max imprint (front and back)	_____	_____

**Youth Sport- Tek Contender Tee #YST360 S/S Tee or equivalent (any color)**

Youth XS-Youth XL plus 4-color max imprint (front and back) \_\_\_\_\_

**Able to comply with MANDATORY delivery requirements of 21 days for large orders (150 or more shirts) and 10 days small orders (149 or less shirts)? Yes or No? \_\_\_\_\_**

**Will you hold your price for 1 additional one year term? Yes or No \_\_\_\_\_**

Company Name \_\_\_\_\_

Physical Address \_\_\_\_\_

Remittance Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

# FIRM FIXED PRICE CONTRACT

**THIS FIRM FIXED PRICE CONTRACT**, ("Contract"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County" or "Williamson County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064 and \_\_\_\_\_, ("Vendor").

**In the event of conflicting provisions or language between this Contract and any sales slip, contract, invoice or any other document provided by the Vendor, this Contract shall control. This Contract is in addition to all other documents the County requires the Vendor to execute or Vendor receives from the County.**

A firm fixed price contract is contemplated by the parties. The fixed price described herein reflects the price submitted by the Vendor, and shall include all costs. By signing this fixed-price contract, the Vendor agrees to provide \_\_\_\_\_ for a fixed price of \_\_\_\_\_. The fixed price shall be for a period of 2 years from the date this document is fully executed. There shall be no other charges or fees for the items including, but not limited to taxes, fees, or shipping costs. The Vendor shall invoice the County on a monthly basis. The invoice shall include detailed documentation itemizing the items provided by the Vendor. The compensation owed to Vendor shall be due and payable within 30 days following receipt of the invoice by the County. Any amounts disputed by the County shall not be declared delinquent until the issues concerning the disputed amount are settled.

The parties understand that the County is not obligated to solely purchase from the Vendor. If the County requires delivery of any quantity of an item and if the Vendor will not accept an order from the County, the County may acquire the required goods from another source. Exercise of this right shall not limit the County's ability to seek the difference of the items purchased from another source and the fixed price

Unless otherwise agreed in writing by Williamson County, there shall be no minimum or maximum order needed to qualify for the fixed price. The fixed price shall apply to all of the items ordered by the County regardless of the quantity and no equitable price adjustment shall be permitted.

The Vendor shall warrant to the County that all goods provided under this Contract shall be of high quality and shall be in strict conformity as described in the Request for Bid documents provided by the County.

Nothing contained in this Contract shall be construed as binding Williamson County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Contract, or as involving Williamson County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

**IN WITNESS WHEREOF**, the parties, through their authorized representatives, have affixed their signatures below.

**WILLIAMSON COUNTY:**

**VENDOR:**

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## ***Business Tax and License Affidavit***

***Business Tax and License Affidavit.*** The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in \_\_\_\_\_ (County), Tennessee.

### **Affiant**

By: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

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



*Ethical Standard Affidavit.*

**State of Tennessee**

**County of Williamson County**

*Ethical Standard Affidavit.* After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_ (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

**Affiant**

By: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

**FAIR EMPLOYMENT PRACTICES AFFIDAVIT**

**State of** \_\_\_\_\_ **County of** \_\_\_\_\_

***Fair Employment Practices Affidavit:*** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Offeror) and that by its employment policy, standards, and practices the Offeror 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 his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

***And Further Affiant sayeth not:***

**By:** \_\_\_\_\_

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

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

**IMMIGRATION ATTESTATION  
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME \_\_\_\_\_

CONTRACTOR'S TENNESSEE LICENSE NUMBER \_\_\_\_\_

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Witness: \_\_\_\_\_

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

**CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Witness: \_\_\_\_\_

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