

**THE CITY OF MURFREESBORO
INFORMATION TECHNOLOGY DEPARTMENT**

INVITATION TO BID

The City of Murfreesboro (“City”) will receive and publicly open sealed bids in the City Hall located at 111 W. Vine St. Murfreesboro, Tennessee 37130, telephone number 615-849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: May 23, 2017
BID TITLE: Video Camera Surveillance System
TELEPHONE NUMBER: (615) 849-2629
FAX NUMBER: (615) 849-2679
E-MAIL ADDRESS: pboyer@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Manager’s Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager’s Office
ATTN: Video Camera Surveillance System Bid
111 W. Vine Street
Murfreesboro, Tennessee 37130

Bid envelope must include the bid title, bid opening date, and the bidder’s name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: June 7, 2017
BID OPENING TIME: 3:00 p.m. Central Daylight Time

1. INSTRUCTIONS AND CONDITIONS

1.1. Submission to Murfreesboro Information Technology Department.

The City is seeking bids for the provision of services set forth in the specifications. Sealed bids must be received by the City at the Murfreesboro City Manager's Office located at 111 W. Vine Street, Murfreesboro, Tennessee 37130, until 3:00 p.m. Central Daylight Time on Jun 7, 2017. Late bids will not be considered and will be returned unopened.

1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received in the Murfreesboro City Manager's Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.3. Organization of Bid and Completeness.

All bids shall be submitted on the attached bid form (see Section 5), along with any other required materials, in sealed envelopes, clearly marked with the bidder's name and the words, "**Video Camera Surveillance System Proposal ITB, Bid Opening Date June 7, 2017**" to the Murfreesboro City Manager's Office at the address set forth in Section 1.1 above. Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

The bid response shall include a detailed work plan and schedule for the installation of all equipment necessary for provision of the services. The scheduled milestones should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates in the event an unanticipated delay occurs.

In addition to the required bid form and schedule, bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification. Bidders may also submit with the bid form a detailed description and the specifications of the service(s) and any related product(s) offered.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, type-overs, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4. Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

1.5. Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6. Additional Requirements.

The City may request one or more bidders to make an oral presentation to the City.

1.7. Completeness of Invitation to Bid (“ITB”).

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City’s Contact Person.

1.8. Bid Interpretation. All inquiries concerning this ITB shall be directed to the Purchasing Department. If additional information is required in order to make an interpretation of items in this ITB, written questions (including faxes or e-mails) will be accepted until seven (7) days prior to the bid opening date. All questions regarding the ITB should be submitted in writing (via mail, fax or email) to:

Name:	Paul Boyer, Purchasing Director
Address:	City of Murfreesboro Purchasing Department 111 W. Vine Street Murfreesboro, TN 37130
Telephone:	(615) 849-2629
Email:	pboyer@murfreesborotn.gov

The City specifically requires that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.9. Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person in the Purchasing Department. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.10. Errors.

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.11. Further Negotiation.

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.

1.12. Economy of Preparation.

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

1.13. Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.14. Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.15. Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.16. Pricing Effective for Five (5) years.

The successful bidder shall provide in the bid price the cost for services rendered and the various components of equipment, including all parts, labor, accessories and any other standard equipment, necessary to make these items function as intended. All prices quoted shall remain in effect for the contract's initial one-year term and up to four (4) additional one-year terms for maximum contract length of five (5) years. If, in the bidder's opinion, additional equipment or services are necessary to make the system fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.17. Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services

described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.18. Consideration of Bid.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB;
- h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
- i. Bidder's past performance with the City.

1.19. Terms and Conditions.

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

1.20. Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.21. Cost of Response.

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.22. Contract.

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). **If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.**

1.23. Contract Termination.

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.24. Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.25. Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the

contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

1.26. Expense of Legal Action.

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.27. Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.28. Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.29. Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.30. Liquidated Damages.

Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.

1.31. Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

1.32. Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, 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 it is not in violation of and

will not violate any applicable laws concerning the employment of individuals with disabilities.

1.33. City's Employment Practices.

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, Contractor certifies and warrants it will comply with this policy.

1.34. Conflict of Interest.

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.35. Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any 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, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, 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 any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.36. Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.37. Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services that each payment represents. The final payment shall not be made until after the performance is complete.

1.38. Contract Term.

The initial term of this contract shall be one (1) year from the date the contract is executed by both parties. The contract shall be subject to automatic renewal at the price(s) bid for up to an additional three (3) one-year periods, for a total contract term up to four (4) years, unless the City exercises its right to terminate the contract.

1.39. Tennessee General Contractor's License Required.

Pursuant to Tennessee Code Annotated Title 62, Chapter 6, Part 1, if a bid is \$25,000 or above, bidder must be a licensed contractor as required by the Contractor's Licensing Act of 1976, Public Chapter No. 822 of the General Assembly of the State of Tennessee as

amended. In accordance with T.C.A. §62-6-119, Bidder shall place their bid in an envelope showing: (1) the bidder's name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract; (2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract (if applicable) where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000); (3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000); (4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000); (5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and (6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.

Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.40. Codes & Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

2. SPECIFICATIONS

2.1. Background

The City of Murfreesboro, Tennessee is a municipality that currently employs 928 full-time and 329 part-time employees. The City departments include but are not limited to: Police, Fire, Water and Sewer, Street, Solid Waste, Parks and Recreation, Engineering, Planning, Communications, Human Resources, Finance and Administration.

Two Facilities in the Parks and Recreation Department are upgrading or installing their surveillance camera infrastructure. These facilities are Sports*Com located at 2310 Memorial Blvd, Murfreesboro TN 37130 and Patterson Park Community Center located 521 Mercury Blvd, Murfreesboro TN 37130. The current cameras are nonexistent, malfunctioning, outdated or do not have acceptable quality resolution. The current DVR system is location specific and cannot be accessed remotely. The objective of this surveillance camera upgrade is to develop and maintain an access-controlled, high definition surveillance network that stores video to NVR's that can be assessed offsite and through mobile devices.

2.2. Service Level and Performance Requirements

Within sixty (60) days following the City's Notice to Proceed, the successful Proposer shall:

1. Order and have delivery on all the equipment.
2. Arrange installation schedule.
3. Locate existing conduit, cable runs and install necessary cables, and additional conduit that will be required for installation.

Until the installation of equipment begins, the Proposer shall be responsible for the storage of the equipment and consoles.

2.2.1. Certification

1. Proposer is responsible for making certain all features and workflow of the new system is working and functioning properly.
2. Upon completion of the installation, a certified technician in the presence of the City of Murfreesboro's authorized representative shall test the entire system.
3. The Proposer will forward a certificate to the City of Murfreesboro that the system has been properly tested and has been installed in accordance with the plans and specifications and is operating properly.
4. Turn over all warranties, instruction manuals, equipment list with serial numbers, service manuals and "as built" shop drawings to the City's representative.

2.2.2. Warranty – Post Installation Services

1. Proposer warrants that for a minimum period of one (1) year from the date of delivery and/or installation, whichever is later, the equipment provided shall be free of any defects that interfere with or prohibit the use of the system for the purposes for which they were obtained. Every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (1) year. During such warranty period, the Proposer shall replace at no charge, or repair or service, any defective or unsatisfactory items. If such items cannot be repaired within thirty (30) days from notice to the Proposer of such defect, the Proposer shall provide a substitute item, of the same or greater quality, at no additional charge. The Proposer shall act as liaison with manufactures for one-year after the commissioning date for all system issues.
2. Proposer provides a two (2) years warranty of all work related to the installation/integration of the system.
3. Proposer will provide Post-Installation Consulting Services as follows:
 - a. Four (4) on-site health check visits in year one to be performed quarterly beginning three months after system commissioning with all travel expenses included.
 - b. Two (2) on-site system health checks in year two with all travel expenses included.

2.2.3. Training

All training shall take place on site with the new equipment with no more than (6) six City Staff members per site unless otherwise indicated.

NVR Functionality (Configuration, Video Retrieval) – 4 Hours
Camera Functionality – 4 Hours

Basic NVR and Camera Support (Network Setup, Configuration, Diagnostic Steps) – 4 Hours

2.3. Technical Requirements

2.3.1. Hardware

1. 3MP cameras or better quality is anticipated for this project.
2. NVR storage should maintain a minimum of fourteen (14) days of recording retention.
3. NVR Storage should support RAID 5,6 or 10 configuration.
4. The NVR system should support at least nine (9) IP cameras.
5. Cameras should support POE (Power over Ethernet).
6. Proposed cameras specifications should be equivalent to at least 3MP and support at least 720p resolution.

2.3.2. Software

1. City staff must be able to access Vendor's Security Camera Software using iPhone, Android, or Computers with Microsoft Windows 7 or later operating systems.
2. Software should support Windows Server 2012 or above operating systems.
3. The security camera management software should allow for retention policies/schedules to be set for all recordings and be able to exempt a specific recording from a retention schedule.
4. Management software should support video motion detection.

2.3.3. Cabling

1. The vendor will be required to pull any cabling required for the camera system.
2. All video cabling must be capable of HD performance with the lengths as installed. Plenum versions of cables must be used where dictated by codes.
3. No twist-on BNC connectors are acceptable anywhere in the system.

2.4. Installation Requirements

- 2.4.1. Camera system shall be installed by a qualified technician trained by the manufacturer to install the system as specified. Proof of training will be required. All electrical power, surge protection, conduits/sleeves, cabling, and software included within your

scope of work and be installed in accordance with national electrical codes and manufacturer's instructions. Equipment shall be firmly secured, plumb, and level. All splices shall be in easily accessible appropriate interior or exterior trade junction boxes or on terminal boards. All cable runs at the main terminal board and in all junction boxes shall be tagged and identified. Coordinate all work with other effected trades and contractors.

2.5. Technical Support Requirements

- 2.5.1. Vendor must provide live customer support to the City's employees during the business hours of Monday through Friday from 8:00am to 5:00pm via a toll free or local customer service number.

3. BID AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be organized in the manner specified below and contain all specified information.

3.1. Title Page.

Show the name of your firm, address, telephone number(s), name of contact person and title, and date.

3.2. Table of Contents.

Clearly identify material by section and page number.

3.3. Letter of Transmittal.

Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

3.4. Bid Form.

All bids shall be submitted on the attached bid form (see Section 5).

3.5. Exceptions

Bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification.

3.6. Experience.

Vendor must give a brief summary of their business profile to include any qualification and experience that would be significant to installing security cameras and NVR systems.

3.7. References.

Vendor must provide references from at least two (2) current customers.

3.8. Project Plan and Schedule.

The bid shall include a summarized work plan. The scheduled milestones should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates in the event an unanticipated delay occurs.

3.9. Additional Materials.

Bidders may also submit with the bid a detailed description and specifications of the service(s) and any related product(s) that may assist the City in better evaluating the bidder's service and experience.

4. BID EVALUATION AND AWARD

4.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder, *i.e.*, the bidder who offers the lowest cost for the installation of security cameras and NVR systems and whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

4.2. The awarded bidder will honor prices for other local governments.

4.3. Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

4.3.1. The ability of the bidder to perform the contract or to provide the material for service required;

4.3.2. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;

4.3.3. The character, integrity, reputation, experience and efficiency of the bidder;

4.3.4. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

4.3.5. The ability of the bidder to provide future maintenance and service for the use of the subject contract;

4.3.6. Terms and conditions stated in bid;

4.3.7. Compliance with specifications of the ITB;

4.3.8. Utilization of the format set forth in Section 3 for submittal of a bid; and,

- 4.3.9. Bidder's past performance with the City.
- 4.4.** The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the services and related products required by the bid package.
- 4.5.** The City reserves the right to reject any bid if, in the sole direction of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and capable of carrying out the obligation of the contract and bid documents and provide the product and service contemplated therein.
- 4.6.** The City also reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
- 4.7.** This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. Notwithstanding the foregoing, the City estimates that evaluation of the bids will result in a recommendation of an award of contract to the City Council within thirty (30) calendar days.
- 4.8.** Any contract awarded pursuant to this ITB shall be for an initial term of one (1) year at the price(s) bid, subject to automatic renewal for up to an additional four (4) one-year periods, for a total contract term up to five (5) years, unless the City exercises its right to terminate the contract.

5. BID FORM

Bid Name: Security Camera Surveillance Installation

Prices must include all costs, including costs for services rendered and all products, equipment, parts, labor, accessories, and any other item necessary to provide this service, including all freight, delivery, installation, and training. The resulting contract shall be subject to automatic renewal at the price(s) bid for up to an additional four (4) one-year periods, for a total contract term up to five (5) years, unless the City exercises its right to terminate the contract. The City is not subject to sales tax. **Awarded bidder will honor price(s) for other local governments.**

Bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification. Bidders may also submit with the bid a detailed description and specifications of the service(s) and any related product(s).

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

There will be three additional attachments to the ITB. They will display the floor layout and the desired camera placements for the Patterson Park first (Attachment A) and second floor (Attachment B) as well as the Sports Com Building (Attachment C).

**PURCHASING DEPARTMENT
BID FORM**

You are invited to bid on the following:

Title: Video Camera Surveillance System

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary provide this service, freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Ea.	Video Camera Surveillance System	\$ _____	\$ _____

GRAND TOTAL: _____

NOTE: All prices quoted shall remain firm for period of 365 calendar days after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

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: _____

REFERENCE LISTING FORM

List a minimum of 3 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: _____
CONTRAT AMOUNT: \$ _____

3 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: _____

Expires: _____

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

Bidder, 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. Bidder 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.

Name of Bidder

Printed Name and Title of Principal Officer

Signature by Principal Officer

Iran Divestment Act

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 a person included within the list created pursuant to T.C.A. §12-12-106.

Signature: _____ Date: _____

Title: _____

ATTACHMENT A – SAMPLE CONTRACT

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONTRACTOR NAME
FOR**

[_____]

This contract is entered into on this _____, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **CONTRACTOR**, an _____ of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- *Invitation to Bid issued* _____
- *Bid specifications issued* _____
- *Contractor's Bid Response dated* _____
- *This Contract*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *Any properly executed amendment or change order to this contract (most recent with first priority)*
- *This Contract*
- *Invitation to Bid & Bid Specifications*
- *Contractor's Bid Response*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide [_____] services as set forth in the Invitation to Bid, Bid Specification, and Contractor's Bid Response. In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor:

[Insert Duties of Contractor]

4. **Duties and Responsibilities of the City.**

[Insert Duties of City]

5. **Term.** The initial term of this contract shall be one (1) year from the date the contract is executed by both parties. The contract shall be subject to automatic renewal at the price(s) bid for up to an additional three (3) one-year periods, for a total contract term up to four (4) years, unless the City exercises its right to terminate the contract.

6. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of _____.

7. **Payment.** The City shall pay Contractor _____ pursuant to this Contract. Such payment shall be made within thirty (30) calendar days of _____.
8. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
9. **Termination—Funding.** Should funding for the _____ be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
10. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
12. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed,

color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

17. **Non-Discrimination.** 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, Contractor certifies and warrants it will comply with this policy.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents, and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Contract, and,
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Insurance.** The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance with statutory requirements. In addition, Contractor must maintain technology errors and omissions insurance, including coverage for data breach and loss of personally identifiable information of at least \$1,000,000 per claim and \$2,000,000 aggregate, and third-party fidelity insurance of at least \$1,000,000 per claim and \$2,000,000 aggregate. Before commencement of services, and from time to time thereafter upon renewal of any such policy of insurance, Contractor will provide the City with certificates of insurance evidencing the above coverages and naming the City as certificate holder entitled to thirty (30) day's written notice following any cancellation, reduction, or change in coverage.
20. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
21. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

22. **Entire Contract.** This Contract, Invitation to Bid, Bid Specifications, and Contractor’s bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
23. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
24. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
25. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
26. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
27. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.
- a. Notices to City shall be sent to:
- Department:*** City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139
- b. Notices to Contractor shall be sent to:
- Contractor:***
Attention:
Address:
29. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this Contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

CONTRACTOR NAME
[TYPE IN THE NAME OF THE COMPANY]

By: _____
Shane McFarland, Mayor

SAMPLE CONTRACT DO NOT SIGN
By: _____
Owner [TYPE IN THE NAME OF THE PERSON SIGNING THE DOCUMENT AND THEIR TITLE]

APPROVED AS TO FORM:

Craig Tindall, City Attorney

Adam F. Tucker, Staff Attorney