

THE CITY OF MURFREESBORO

INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130 -1139, 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.

CITY CONTACT PERSON: Paul Boyer

TELEPHONE NUMBER: (615) 849-2629

E-MAIL ADDRESS: purchasing@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: Murfreesboro Police Department Uniforms and Equipment
P.O. Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37130-1139

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: 09/25/2017

BID OPENING TIME: 3:00 p.m., Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. The City of Murfreesboro is seeking bids for the purchase of Uniform Clothing and Equipment Items as set forth in the attached specifications. Sealed bids will be received by the City of Murfreesboro at the Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until 3:00 p.m. on September 25, 2017 at which time the bids will be opened.
- 1.1.2. Attached are the specifications and bid form for the purchase of Uniform Clothing and Equipment Items for the Murfreesboro Police Department. All bids shall be submitted on the attached bid form in sealed envelopes with "**MURFREESBORO POLICE DEPARTMENT - UNIFORMS**" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well.
- 1.1.3. A bid opening date has been set for September 25, 2017 at 3:00 p.m. local time in the Office of the City Manager. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the City Manager's Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. 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 to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) days prior to the bid opening date.
- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. 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.

1.2. *Bid Responses*

- 1.2.1. Bids may be mailed or delivered to the City of Murfreesboro, Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, TN 37130-1139. All bids shall be submitted on the attached bid form in sealed envelopes with "**MURFREESBORO POLICE DEPARTMENT - UNIFORMS**" on the outside of the envelope. The City will not accept bid responses submitted by fax or electronic mail.

- 1.2.2. Bid responses must be submitted in a sealed envelope that includes 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.
- 1.2.3. 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. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. A bidder may substitute articles so long as the substitution is equal and/or better and of a comparable quality and similar in design and appearance to specified items. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such items.
- 1.2.5. Bidders must specify manufacturer's name for all items proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, compatibility, and suitability of the substitute with the present uniforms. The City reserves the right to be the sole judge in making such determination.
- 1.2.6. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item will meet the "equal and/or better and of comparable quality and similar in design and appearance as that specified" requirement set forth in 1.2.4 of this Invitation to Bid. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre-bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.7. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.8. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn.
- 1.2.10. Bid responses may be modified by written notice received and acknowledged by the City Manager's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.

- 1.2.11. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses, samples, and their accompanying documentation will become the record of the City.
- 1.2.12. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors 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.
- 1.2.13. Bidders must complete the Bidder Information page contained in the bid package and submit it with the bid.
- 1.2.14. 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.

1.3. Bid Award

- 1.3.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder 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. Bids will be awarded for groups A and B separately.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2. 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.

- 1.3.3 The successful bidder shall provide the various clothing and equipment items ordered. **The bid price shall include all accessories and any other standard items necessary to make these uniforms function as intended - shipping and delivery included. The initial contract period for this bid quotation is from the date of the bid award until June 30, 2018. All bid prices shall be effective until June 30, 2018. The second and third periods of the contract shall be subject to the following conditions:**

- (1) **Second and third contract periods renewal is contingent upon purchaser's satisfaction with supplied product, service, and delivery.**
- (2) **Price increases on bid items after the initial period will be negotiable and subject to mutual agreement by purchaser and supplier. Increases due to rising materials and labor costs shall be documented for purchaser's reference. Price increases for reasons other than a documented rise in materials and labor shall be subject to**

comparison to an increase in inflation as measured by the Consumer Price Index. Failure to reach agreement will render contract renewal clause void and require the submission of new bids from any and all interested vendors.

- (3) Successful bidder shall submit prices for the next contract period on the Contract Pricing Renewal Form (provided to the successful bidder) relative to the Section(s) awarded prior to May 1 of each year (2018, and 2019) for approval and acceptance by the City unless the City exercises its right to terminate the contract.**

It is requested that bidders raise any questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this invitation to bid.

- 1.3.4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design and appearance as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also 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 requests for proposal; and
 - h. The attached bid sheet is to be utilized for submittal of bid.
- 1.3.5. 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. Bids will be awarded for groups A and B separately.
- 1.3.6. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City 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 Bid.
- 1.3.7. 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 bid specifications or contract.

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package (Attachment A). (If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.)

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. All bidders who are awarded contracts pursuant to this invitation to bid 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.
- 1.4.2. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.4.5. 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.
- 1.4.6. 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.
- 1.4.7. 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.
- 1.4.8. 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.
- 1.4.9. 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.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. 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.
- 1.5.2. 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.
- 1.5.3. 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 proposal therefore.
- 1.5.4. 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.
- 1.5.5. Iran Divestment Act of Tennessee.
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 §12-12-106. Bids not conforming to this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by the City within thirty (30) days after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. All items must be available for delivery within 2-4 weeks of bid award. Delivery shall be made within thirty (30) days after fitting or placement of the order.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. Deliveries resulting from this ITB are to be made during the normal working hours of the City (Monday – Friday, 8:00 a.m. to 4:30 p.m., except Holidays). **Time is of the essence; delivery must be received within thirty (30) days after fitting or placement of the order.** The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 1.6.4. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6. Unless otherwise specified every item bid shall have a manufacturer’s warranty against defects in material or workmanship for a period of not less than twelve (12) months from the in-service date and not from the date of delivery. The warranty shall include any and all replacement uniform and equipment accessories and all associated labor costs to be borne by the manufacturer. The bidder awarded this contract will deliver the merchandise to the Murfreesboro Police Quartermaster.
- 1.6.7. Returns may be made via direct pickup by vendor’s representative, or by commercial carrier at the vendor’s discretion. If a commercial carrier is used, shipping costs for the return of merchandise, as well as any replacement costs for items lost in transit, are to be borne by the vendor.

2. SPECIFICATIONS

2.1 Overview

- 2.1.1 It is the intent of these specifications to secure uniforms and equipment for Murfreesboro Police Department.
- 2.1.2 It is not the intent of these specifications to eliminate any bidder but rather to insure that the Murfreesboro Police Department will receive uniforms and equipment of quality and durability.
- 2.1.3 The specification of a particular product brand or style is not intended to limit bids to only those particular brands or styles but is intended to identify the minimum quality desired. Products which are equal or better, and of a comparable quality, and similar in design and appearance to the specified items will be considered. If a bidder wishes to know in advance of submitting its bid if a substituted product will be deemed of equivalent quality, it may submit a sample of the product and information concerning how the product differs from the specification to the Department Quartermaster. Substituted product(s) and information must be submitted at least five (5) working days in advance of the bid opening for a pre-bid opinion of equivalency. Alternatively, bidders may be required to submit the product and information for review after the bid opening and prior to acceptance.
- 2.1.4 Each bidder shall show a unit price on each item and an extended price on estimated quantities. Bids will be awarded for groups A and B separately. The City is not obligated to purchase the estimated quantity but shall not purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet service and delivery requirements. All prices shall be inclusive of all charges including fitting and delivery. The City is not subject to sales tax. Quantities could be more or less than estimated.
- 2.1.5 The initial contract period shall be from **the date of the bid award until June 30, 2018** and shall be subject to an automatic renewal for a second and third period (July 1, 2018 – June 30, 2019 and July 1, 2019 – June 30, 2020), unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. **Any request for a price increase must be made by the successful bidder on the Contract Pricing Renewal Form (provided to the successful bidder) by May 1, 2018 and May 1, 2019.**
- 2.1.6 The bidder awarded this contract will provide a representative to measure police department personnel to insure proper size within two (2) weeks of request for such service. Generally, such a request will be made for new hires and general major re-issue orders. This fitting will be made at the Murfreesboro Police Department, unless another location is agreed upon. Bidders shall be able to provide new and replacement uniforms and equipment to the Police Department personnel promptly and not later than thirty (30) days after fitting.
- 2.1.7 **Prompt quality service including fitting and delivery of uniforms and equipment is an essential part of these contract requirements.** In order to bid, bidders must meet the following conditions:

- (1) Have alteration capabilities within fifty (50) miles of the City of Murfreesboro for bidders of both groups, and a store located within two hundred and seventy-five miles (275) miles for bidders of both groups. The store shall open during usual business hours and have adequate personnel to provide fitting and any needed alteration service for pants, shirts, body armor, outerwear, headwear and footwear as well as maintaining an inventory of the core products specified in this bid package for the delivery to the Murfreesboro Police Department within thirty (30) days of fitting; and
- (2) Ability to provide on-site fitting at the Murfreesboro Police Department, or other location as agreed upon, within two (2) weeks of a request for such fittings with delivery of product within thirty (30) days after such fitting or order; and
- (3) Provide at a minimum semi-annual fit sessions that span multiple shifts and hours to accommodate all officers; and
- (4) Provide a dedicated Account Manager.

2.1.8 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.

2.2 Specifications

Uniform/Equipment Specifications - Group A

POLICE OFFICERS:

1. Class A Pant - Flying Cross: Style #42280 or Style TJ262: Quantity: 25 Pair

Color: Navy Blue

Pants shall be Fechheimer Brand, its equal or better.

2. Class A Long Sleeve Shirt – Flying Cross: Style #07W8486Z: Quantity: 25

Color: Navy Blue

Emblems:

All shirts to have Murfreesboro Police Department emblems affixed to each sleeve; approximately 10% of shirts to have Sergeant's chevrons affixed to each sleeve beneath emblems; approximately 10% of shirts to have Field Training Officer (FTO) chevrons affixed to each sleeve beneath emblems. Emblems to be furnished by the bidder.

Shirts shall be Fechheimer Brand, its equal or better.

3. **Class A Short Sleeve Shirt – Flying Cross: Style #57R8786Z: Quantity: 25**

Color: Navy Blue

Emblems:

All shirts to have Murfreesboro Police Department emblems affixed to each sleeve; approximately 10% of shirts to have Sergeant's chevrons affixed to each sleeve beneath emblems; approximately 10% of shirts to have Field Training Officer (FTO) chevrons affixed to each sleeve beneath emblems. Emblems to be furnished by the bidder.

Shirts shall be Fechheimer Brand, its equal or better.

4. **Convertible Jacket: Flying Cross: Style #59131WP Quantity: 25**

Color: Navy Blue

Jackets shall be Flying Cross, its equal or better.

5. **Boot: Thorogood: Honor Guard Boot: Style #831-6032 : Quantity 20 Pair**

6. **Boot: Thorogood: 8" with Zipper: Style #8346528: Quantity: 60 Pair**

7. **Boot: Thorogood: 6" with Zipper: Style #8346526: Quantity: 60 Pair**

8. **Boot: Rocky: 8" Alphaforce with Zipper Style #2173: Quantity: 60 Pair**

9. **Shoe: Thorogood Oxford: Style #8316803: Quantity: 20 Pair**

10. **Shoe: Thorogood Oxford: Style #8316017: Quantity: 20 Pair**

11. **Shoe: New Balance Tennis Shoe: Style #MX608V2B Quantity: 20 Pair**

12. **Raincoat: Reversible – Black/Lime (with Hood): Quantity: 20**

Blauer 233R, its equal or better with screen-prints on front and back of both sides

13. **Cap: LAPD Style by Midway: Plain Visor: Quantity: 20**

Color: LAPD Navy Blue

14. **Cap: LAPD Style by Midway: Embroidered Visor: Quantity: 10**

Color: LAPD Navy Blue

15. **Cap Cover: Reversible: To fit LAPD Cap: Quantity 20**

16. **Tie: Clip-on: Navy Blue: 18" by Uniform Cravats: Style #90010: Quantity: 20**

17. **Tie: Clip-on: Navy Blue: 20" by Uniform Cravats: Style #90043: Quantity: 20**

- 18. **Tie: Full Length: Navy Blue by Uniform Cravats: Style #90078: Quantity: 10**
- 19. **Tie Clasp: Premier Emblem: Silver with State Seal: Quantity: 20**
- 20. **Tie Clasp: Premier Emblem: Gold with State Seal: Quantity: 20**
- 21. **Toboggan: Sam Boone: Hi-Viz: Full Face: Style #99046: Quantity: 20**
- 22. **Toboggan: Black: with MPD Patch Embroidered on front: Style #KN-400: Quantity: 20**
- 23. **Traffic Vest: Blauer: Hi-Viz: Style #339P, equal or better : Quantity: 20**

Sizes must be available in Small – XXXLarge

- 24. **Class B Pant: Polycotton Microfiber Ribstock patrol Duty Uniform: Quantity: 25**

Color: Navy Blue

Pants shall be Flying cross FX TJ260 and TJ261or Blauer 8836, its equal or better.

- 25. **Class B Long Sleeve Shirt: Polycotton Microfiber Ribstock patrol Duty Uniform: Quantity: 25**

Color: Navy Blue

Emblems:

All shirts to have Murfreesboro Police Department emblems affixed to each sleeve; approximately 10% of shirts to have Sergeant's chevrons affixed to each sleeve beneath emblems; approximately 10% of shirts to have Field Training Officer (FTO) chevrons affixed to each sleeve beneath emblems. Emblems to be furnished by the bidder. All Hybrid Shirts are to be embroidered with the Murfreesboro Police Department Badge and the last name of the officer, silver or gold.

Shirts shall be must be Flying cross FX or Blauer 8730 both duty style and hybrid style, its equal or better

- 26. **Class B Short Sleeve Shirt: Polycotton Microfiber Ribstock Patrol Duty Uniform: Quantity: 25**

Color: Navy Blue

Emblems:

All shirts to have Murfreesboro Police Department emblems affixed to each sleeve; approximately 10% of shirts to have Sergeant's chevrons affixed to each sleeve beneath emblems; approximately 10% of shirts to have Field Training Officer (FTO) chevrons affixed to each sleeve beneath emblems. Emblems to be furnished by the bidder. All Hybrid Shirts are to be embroidered with the Murfreesboro Police Department Badge and the last name of the officer, silver or gold.

Shirts shall be Flying cross FX or Blauer 8730 both duty style and hybrid style, its equal or better...

- 27. **Lightweight Jacket with Drop-Down Panels: Style #J31 Quantity: 10**

Color: Black

Dutyman, its equal or better.

SCHOOL TRAFFIC OFFICERS:

28. Pants: Polycotton Microfiber Ribstock Duty Uniform: Quantity: 25 Pair

Color: Navy Blue

Flying cross FX, its equal or better.

Sizes:

6 - 24 (women) and 30 – 48 (men) equal to that of standard, commercially available garments.

29. School Patrol Jacket: Neese: Hi-Viz: Style: #9400SJ Quantity: 10

Jacket must be Neese #9400SJ, it's equal or better.

30. Long Sleeve Shirt: Hi-Viz: Redkap: Style #SP14YE: Quantity: 30

RedKap brand #SP14YE, it's equal or better.

31. Short Sleeve Shirt: Hi-Viz: Redkap: Style #SP24YE: Quantity: 30

RedKap brand #SP24YE, it's equal or better.

32. Raincoat/Hood: Quantity: 8

Full length raincoat with hood. Hi-Viz yellow/green.

Neese 1870C with hood, it's equal or better.

33. Glove - Summer: Quantity: 24 Pair

Half finger, black lycra, reflective gloves covered with patches of Reflexite. Red stop signals on the palm and yellow/green on outside of hand. Available sizes in sm/med and lg/xlg.

DayNite Reflective Gloves DNR100, its equal or better.

34. Glove - Winter: Quantity: 24 Pair

Waterproof Glove, 100% Nylon with Thinsulate. Variable sizes.

Finger Fashions 460Y, it's equal or better.

35. Tie: Quantity: 12

Navy blue crossover tie; 100% polyester with tropical weave
S. Broome 900TV or equal

FIREARMS INSTRUCTORS.

36. Tactical Pants: Quantity: 20

Color: Khaki, Black, Dark Gray

Pants shall be Proper brand: Style #F5220, it's equal or better.

37. Short Sleeve Polo Shirt: Quantity: 20

Color: Black, White, Navy, Green, Red

Shirts must be Cornerstone brand: Style #CS410 (men) and #CS411 (women), its equal or better

Shirt will have a cloth badge sewn on left breast with "Firearms Instructor" embroidered over badge and the last name of officer embroidered on right breast.

38. Long Sleeve Polo Shirt: Quantity: 20

Color: Black, White, Navy, Green, Red

Shirts should be Cornerstone brand: Style #CS410LS (men) and #CS411LS (women), its equal or better

Shirt will have a cloth badge sewn on left breast with "Firearms Instructor" embroidered over badge and the last name of officer embroidered on right breast.

39. Sweatshirt: Quantity: 20

Color: Black

Sweatshirt must be Style #SAN562, it's equal or better.

Sweatshirt will have a cloth badge sewn on left breast with "Firearms Instructor" embroidered over badge and the last name of officer embroidered on right breast.

MOTORCYCLE OFFICERS

40. All American Leather Boot: Leather: Quantity: 10

Color: Black

Style #910L and Style #905F

41. Tourmaster Motorcycle Jacket: Quantity: 10

Color: Black

Style #HH-8703-1005, it's equal or better

Communications Officers

42. Long Sleeve Polo Shirt: Quantity: 33

Color: Royal Blue

Shirts must be Port Authority brand: Style #K5200 (men) and #L5200 (women), its equal or better
Shirt will have Murfreesboro Communications Logo embroidered on left chest.

43. Short Sleeve Polo Shirt: Quantity: 20

Color: Royal Blue

Shirts must be Port Authority brand: Style #K5200 (men) and #L5200 (women), its equal or better
Shirt will have Murfreesboro Communications Logo embroidered on left chest.

Uniform/Equipment Specifications - Group B

ACCESSORIES:

44. Class B Velcro Belt: Quantity: 20

Trouser belt, black, velcro lined, plain finish buckleless belt designed for use with Safariland style # 7200
2.25" lined duty belt or equal.

Bianchi #7205, it's equal or better

45. Class B Utility Belt: Quantity: 20

Duty belt, black, Velcro-nylon, 2.25" in width
Bianchi #7200, it's equal or better

46. Class B Handcuff Case: Quantity: 40

Handcuff case, black, nylon. Designed to carry one (1) pair of standard or hinged handcuffs of a Smith and
Wesson or Peerless style. To be used on 2.25" utility belts.

Bianchi 18190, its equal or better

47. Handcuff - Chain Type: Quantity: 20

Smith and Wesson, Peerless, approved equal or better

48. Handcuff - Hinged Type: Quantity: 20

Smith and Wesson, Peerless, approved equal or better

49. Class B Baton Scabbard: Quantity: 20

Black - plain finish duty belt sidebreak baton scabbard, designed to carry a 21 inch expandable baton on a 2.25" belt.

50. Security Holster: Quantity: 100

High security duty holster with black High Gloss finish or STX Tactical Finish, designed for use on a 2.25" belt. Weapon type to be specified. Right and left handed holsters

Safariland 6360-83, its approved equal or better

51. Class B Beltkeeper: Quantity: 60

Black nylon beltkeepers, .75"- 1.00" in width, designed for use with a 2.25" duty belt.

Bianchi 7406, its equal or better

52. Class B Flashlight Scabbard: Quantity: 20

Black nylon flashlight Scabbard, designed for use with a 2.25" duty belt.

Bianchi 7326, its equal or better

53. Class B Magazine Pouch: Quantity: 100

Double magazine pouch designed to hold two (2) magazines for weapon type to be specified. A separate compartment holds each magazine. Nylon or equal finish, with belt slots that would allow for horizontal or vertical wear. Flaps with hidden snap.

Bianchi 18472 - Double Magazine Pouch, its approved equal or better

54. Class B Glove Pouch: Quantity 20

Black nylon pouch for latex gloves, designed for use with a 2.25" duty belt.

Bianchi 22960, its equal or better

55. Class B Oleoresin Capsicum Pouch: Quantity 30

Black nylon pouch for Deftech MK-3, 1.47 oz. canister, designed for use with a 2.25" duty belt. Flaps with hidden snap.

Bianchi 18205, its equal or better

56. Breast Badge: Quantity: 20

Breast badge, gold plate, safety catch back, block style lettering, blue letters, regular enamel, and full color Tennessee seal.

Blackington B1099 or equal

57. Breast Badge: Quantity: 20

Breast badge, rhodium, and safety catch back, block style lettering, blue letters, regular enamel, full color Tennessee seal.

Blackington B1099, approved equal or better

58. Badges: Quantity: 6

Breast badge, rhodium, safety catch back, block style lettering, blue letters, regular enamel, and full color Tennessee seal.

Blackington B1184, approved equal or better

59. Cap Badge: Quantity: 10

Cap badge, gold plate, screw back, block style lettering, blue letters, regular enamel, full color Tennessee seal.

Blackington B720, approved equal or better

60. Cap Badge: Quantity: 20

Cap badge, rhodium, screw back, block style lettering, blue letters, regular enamel, and full color Tennessee seal.

Blackington B720, approved equal or better

61. Wallet Badge: Quantity 20

Wallet badge, gold-plate, belt clip back, blue letters, regular enamel, full color Tennessee seal.

Blackington B296, approved equal or better.

62. Expandable Baton: Quantity: 15

21 inch expandable, soft grip, ASP F21, its equal or better.

63. Class A Outer Duty Belt: 30

High Gloss finish – leather belt

Safariland 94, its equal or better

64. Class A Inner Duty Belt: 30

Plain black finish – leather belt

Safariland 99, its equal or better

65. Class A Magazine Pouch: 30

Featuring a two-way belt loop for either vertical or horizontal use.

Safariland 77-83-9HS, its equal or better

66. Class A OC Holster: 30

Fits canisters up to 4.5" (11cm) high,

Safariland 38-4, it's equal or better

67. Class A Handcuff Case (closed): 30

Fits 2.25" belt loop. Fits standard sized chain link handcuffs.

Safariland 90-9HS, it's equal or better.

68. Class A ASP Holster: 30

Fits belts up to 2.25" wide belts and made for 21" batons.

Safariland 35-F21-9, its equal or better.

69. Class A Glove Pouch: 30

Top flap design, size: 3.5" x 4" (9cm x 10cm). Carries two pairs of latex gloves. Fits 2.25" (58mm) belt loop

Safariland 33-9V, it's equal or better.

70. Class A Flashlight Scabbard: 30

Fits belts 2.25" wide and designed for Streamlight Stinger DS

Bianchi AccuMold model 7926, it's equal or better.

71. Class A Beltkeepers: 100

Designed to fit 2 ¼ belts. Made in black.

Safariland 62-4-9HS, it's equal or better.

72. Molle OC pouch :40

Fits canisters up to 4.5" (11cm) high

Must match current Point blank custom carrier, color and style

73. Molle Double handcuff pouch :40

Fits standard sized chain link handcuffs
Must match current Point blank custom carrier, color and style

74. Molle single handcuff pouch :40

Fits standard sized chain link handcuffs
Must match current Point blank custom carrier, color and style

75. Molle double glock magazine pouch :40

Must match current Point blank custom carrier, color and style

76. Molle double stack AR and Glock handgun magazine pouch:40

Must match current Point blank custom carrier, color and style

77. Molle 6x8 utility pouch :40

Must match current Point blank custom carrier, color and style

78. Molle 4x6 utility pouch :40

Must match current Point blank custom carrier, color and style

79. Molle Iphone pouch :40

Must match current Point blank custom carrier, color and style

80. Molle transmitter pouch :40

Transmitter dimensions: 2.25" X 2.875"
Must match current Point blank custom carrier, color and style

81. Molle ASP pouch :40

Must match current Point blank custom carrier, color and style

82. Molle Flashlight pouch :40

Fit Streamlight Stinger DS LED HL
Must match current Point blank custom carrier, color and style

83. Molle C.A.T. Tourniquet pouch :40

Must match current Point blank custom carrier, color and style

84. Molle Radio pouch :40

Must match current Point blank custom carrier, color and style

85. Molle BlackHawk STRIKE adapter for TAZER holster to molle :40

BlackHawk STRIKE adapter for TAZER holster to molle

3. BID FORM

**Bid Name: MURFREESBORO POLICE DEPARTMENT
UNIFORMS AND EQUIPMENT**

All prices must include all costs. Items #1 – 71 are based on estimated quantities; actual purchases may be more or less than estimation. Costs included in the bid prices shall include material, labor, accessories and any other standard items necessary to make the uniform complete, to include freight and delivery. Pricing for each item shall be effective for one (1) period from date of bid award until June 30, 2018 with an option to renew contract for a second and third period (1.3.3). The City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within 2-4 weeks from the date of bid award, all items will be available for delivery pursuant to the requirements set forth in the ITB. **Bids will be awarded for groups A and B separately.**

Uniforms/Equipment - Group A – Bid Form

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST PER ITEM</u>	<u>EXTENDED COST</u>
<u>POLICE OFFICERS:</u>					
1	25 pair	_____	Class A Pant	\$ _____	\$ _____
2	25	_____	Class A Long Sleeve	\$ _____	\$ _____
3	25	_____	Class A Short Sleeve	\$ _____	\$ _____
4	25	_____	Convertible Jacket	\$ _____	\$ _____
5	20 pair	_____	Honor Guard Boot	\$ _____	\$ _____
6	60 pair	_____	8" Thorogood Boot	\$ _____	\$ _____
7	60 pair	_____	6" Thorogood Boot	\$ _____	\$ _____
8	60 pair	_____	8" Alphaforce Boot	\$ _____	\$ _____
9	20 pair	_____	Oxford Shoe	\$ _____	\$ _____
10	20 pair	_____	Oxford Shoe	\$ _____	\$ _____
11	20 pair	_____	New Balance Shoe	\$ _____	\$ _____
12	20	_____	Raincoat	\$ _____	\$ _____
13	20	_____	LAPD Cap - Plain	\$ _____	\$ _____

14	10	_____	LAPD Cap - Embroidered	\$ _____	\$ _____
15	20	_____	Cap Cover - Reversible	\$ _____	\$ _____
16	20	_____	18" Tie	\$ _____	\$ _____
17	20	_____	20" Tie	\$ _____	\$ _____
18	10	_____	Full Length Tie	\$ _____	\$ _____
19	20	_____	Tie Clasp – Silver	\$ _____	\$ _____
20	20	_____	Tie Clasp - Gold	\$ _____	\$ _____
21	20	_____	Hi-Viz Full Face Toboggan	\$ _____	\$ _____
22	20	_____	Black Toboggan	\$ _____	\$ _____
23	20	_____	Traffic Vest	\$ _____	\$ _____
24	25 pair	_____	Class B Pant	\$ _____	\$ _____
25	25	_____	Class B Long Sleeve	\$ _____	\$ _____
26	25	_____	Class B Short Sleeve	\$ _____	\$ _____
27	10	_____	Lightweight Jacket	\$ _____	\$ _____

SCHOOL TRAFFIC OFFICERS:

28	25	_____	Pants	\$ _____	\$ _____
29	10	_____	Jacket	\$ _____	\$ _____
30	30	_____	Long Sleeve Shirt	\$ _____	\$ _____
31	30	_____	Short Sleeve Shirt	\$ _____	\$ _____
32	8	_____	Raincoat with hood	\$ _____	\$ _____
33	24 pair	_____	Gloves – Summer	\$ _____	\$ _____
34	24 pair	_____	Gloves – Winter	\$ _____	\$ _____
35	12	_____	Sam Boone Tie	\$ _____	\$ _____

FIREARMS INSTRUCTORS:

36	20 pair	_____	Pants	\$ _____	\$ _____
37	20	_____	Short Sleeve Polo	\$ _____	\$ _____
38	20	_____	Long Sleeve Polo	\$ _____	\$ _____
39	20	_____	Sweatshirt	\$ _____	\$ _____
40	10	_____	Motorcycle Boots	\$ _____	\$ _____
41	10	_____	Motorcycle Jacket	\$ _____	\$ _____
42	33	_____	LS Polo	\$ _____	\$ _____
43	33	_____	SS Polo	\$ _____	\$ _____
TOTAL BID AMOUNT – GROUP A					\$ _____

Uniforms/Equipment - Group B – Bid Form

ACCESSORIES:

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST PER ITEM</u>	<u>EXTENDED COST</u>
44	20	_____	Class B Inner Belt	\$ _____	\$ _____
45	20	_____	Class B Outer Belt	\$ _____	\$ _____
46	40	_____	Class B Handcuff Case	\$ _____	\$ _____
47	20	_____	Handcuffs – Chain	\$ _____	\$ _____
48	20	_____	Handcuffs - Hinged	\$ _____	\$ _____
49	20	_____	Class B Baton Scabbard	\$ _____	\$ _____
50	100	_____	Security Holster	\$ _____	\$ _____
51	60	_____	Class B Beltkeeper	\$ _____	\$ _____
52	20	_____	Class B Flashlight Ring	\$ _____	\$ _____
53	20	_____	Class B Mag Pouch	\$ _____	\$ _____

54	20	_____	Class B Glove Pouch	\$ _____	\$ _____
55	30	_____	Class B OC Holster	\$ _____	\$ _____
56	20	_____	Breast Badge – B1099 Gold Plate	\$ _____	\$ _____
57	20	_____	Breast Badge – B1099 Rhodium	\$ _____	\$ _____
58	6	_____	Breast Badge - School Patrol - Rhodium	\$ _____	\$ _____
59	10	_____	Cap Badge – B-720 Gold Plate	\$ _____	\$ _____
60	20	_____	Cap Badge – B-720 - Rhodium	\$ _____	\$ _____
61	20	_____	Wallet Badge – B - 296 Gold Plate	\$ _____	\$ _____
62	15	_____	Expandable Baton	\$ _____	\$ _____
63	30	_____	Class A - Outer Belt	\$ _____	\$ _____
64	30	_____	Class A - Inner Belt	\$ _____	\$ _____
65	30	_____	Class A - Mag Pouch	\$ _____	\$ _____
66	30	_____	Class A - OC Holster	\$ _____	\$ _____
67	30	_____	Class A – Handcuff Case	\$ _____	\$ _____
68	30	_____	Class A – ASP Holster	\$ _____	\$ _____
69	30	_____	Class A – Glove Pouch	\$ _____	\$ _____
70	30	_____	Class A – Flashlight Ring	\$ _____	\$ _____
71	30	_____	Class A – Beltkeepers	\$ _____	\$ _____
72	40	_____	Molle OC pouch	_____	_____

73	40	_____	Molle Double handcuff pouch	\$ _____	\$ _____
74	40	_____	Molle Single handcuff pouch	\$ _____	\$ _____
75	40	_____	Molle double glock mag pouch	\$ _____	\$ _____
76	40	_____	Molle double stack AR & Glock mag pouch	\$ _____	\$ _____
77	40	_____	Molle 6x8 utility pouch	\$ _____	\$ _____
78	40	_____	Molle 4x6 utility pouch	\$ _____	\$ _____
79	40	_____	Molle iPhone pouch	\$ _____	\$ _____
80	40	_____	Molle transmitter pouch	\$ _____	\$ _____
81	40	_____	Molle ASP pouch	\$ _____	\$ _____
82	40	_____	Molle flashlight pouch	\$ _____	\$ _____
83	40	_____	Molle C.A.T. tourniquet pouch	\$ _____	\$ _____
84	40	_____	Molle radio pouch	\$ _____	\$ _____
85	40	_____	Molle Blackhawk STRIKE adapter for TAZER holster to molle	\$ _____	\$ _____

TOTAL BID AMOUNT – GROUP B \$ _____

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 Business License Number: _____

Expires: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of _____)

_____, being first duly sworn, deposes and says that;

- (1) The undersigned is the (owner, partner, officer, representative, or agent) of _____
_____, the bidder submitting the attached bid.
- (2) Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

(Title)_____

**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: _____

******SIGN AND SUBMIT WITH BID PACKAGE******

Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB submittal. The label will facilitate the City Manager's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED BID ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

**City of Murfreesboro
Attn: City Managers' Office
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130**

**Solicitation No: ITB-08-2018
Solicitation Title: Police Uniforms
Solicitation Due Date & Time (CST): 09/25/2017**

Sample Agreement for _____

This Agreement is entered into and effective as of the ____ day of _____ 2017, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and _____, a _____ ("Contractor").

This Agreement consists of the following documents:

- This document
- ____ [Solicitation] _____ issued _____ (the "Solicitation");
- Contractor's Proposal, dated _____ ("Contractor's Proposal");
- Contractor's Price Proposal, dated _____ (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Provide the following services based on "ITB-08-2018 – Police Uniforms" listed under "Bid Specifications" of the ITB.

2. Term.

The term of this Agreement commences on the Effective Date [_____] and expires on [_____], unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Compensation; Method of Payment.** Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.
4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130

If to Contractor:

- 8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. **Relationship of the Parties.** Nothing herein may 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 may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 11. **Waiver.** No waiver of any provision of this Agreement affects 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.
- 12. **Employment.** Contractor may 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, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law 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 Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
14. **Gratuities and Kickbacks.** It is 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 proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has 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 God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
31. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2017 (the "Effective Date").

Contractor

By: _____

Its: _____

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:

Craig Tindall, City Attorney