



REQUEST FOR PROPOSALS

GOLF POINT-OF-SALE FOR TENNESSEE CENTENNIAL GOLF COURSE (FY2019-130)

PROPOSAL DUE DATE

March 14, 2019

2:30 p.m., Local Time

**at the
Central Services Complex Finance Department Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819
Email: lmajeski@oakridgetn.gov
Attn: Lyn Majeski**

**REQUEST FOR PROPOSAL
Point-of-Sale for Tennessee Centennial Golf Course**

GENERAL INFORMATION

Purpose

The City of Oak Ridge invites qualified golf course point-of-sale (POS) vendors to submit responses to this Request for Proposals (RFP) for the acquisition of financial management and product/services billing software. The City will use the information to purchase services that best meet the City's overall needs.

Proposal Due Date

All proposals shall be sent in a sealed envelope to the following address:

By mail:

Attn: Lyn Majeski
Purchasing Manager
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Lyn Majeski
Purchasing Manager
City of Oak Ridge
100 Woodbury Lane
Oak Ridge, Tennessee 37830

The outside envelope must be clearly marked with the following description: "RFP – Golf Point-of-Sale." It is the respondent's responsibility to deliver responses to the exact location specified prior to the proposal due date and time.

Proposals will be publicly opened and names read aloud at 2:30 p.m. local time on March 14, 2019. The main purpose of this opening is to reveal the names of the respondents, not to serve as a forum for determining the awarded proposal.

All respondents shall submit the enclosed proposal sheet complete with all requested information as an accompaniment to their proposal. No faxed, emailed or telephoned proposals will be accepted. Late proposals are not accepted.

Questions

For questions, please contact Lyn Majeski at (865) 425-1819 or lmajeski@oakridgetn.gov. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Any interpretation or clarification made in response to questions received which could affect a vendor's response to this RFP will be posted on the City's website at www.oakridgetn.gov (go to Online Bid Requests). All questions must be asked by 5:00 p.m. on March 7, 2019 and answers will be posted by 5:00 p.m. on March 8, 2019.

Period of Agreement

Initial term commencing upon agreement execution through June 30, 2020 with up to four (4) optional one-year (July 1 – June 30) renewal options. Renewals to occur automatically unless either party provides notice of their intent to not renew.

Overview

Oak Ridge, Tennessee, is a full-service city that employs three hundred eighty-eight (388) regular staff members citywide and additional seasonal employees during the summer. The City operates its own municipal golf course that is open to the public year round and also hosts a full service restaurant/grill in its clubhouse. The golf course offers memberships and passes, as well as daily fee opportunities to play the course. It has an annual rounds-played total of approximately 24,000 and hosts numerous outings and charitable functions.

The City is a municipal corporation bound by the open records laws of the State of Tennessee. The City complies with the rules and requirements outlined in the Tennessee Public Records Act (TPRA) (T.C.A. §10-7-504, et seq.).

The current systems used by the golf course include, but are not limited to, two (2) Point of Sale Desktop Computers and one (1) Desktop Server. Currently those computers are running a version of EZ Links software and Online Tee Sheet. The system communicates with a Range Servant Range Ball Dispenser located on property, approximately 250 yards from the POS stations. The POS systems are hard wired for internet access. The POS systems also use a third party credit card processing company, ETS, for allowing credit/debit card purchases and monthly membership charges.

Reservation of Rights

The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of any proposal deemed to be in the best interests of the City. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposal.

Proposals Binding

All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the respondent/vendor for ninety (90) calendar days after the proposal opening.

Confidentiality of Proposal Information

Each Proposal and supporting documents must be submitted in a sealed envelope. All Proposals and supporting proposal documents become public information after the proposal opening and are available for inspection by the general public. If the respondent/vendor submits information that is confidential under Tennessee law, the respondent/vendor shall clearly mark such information as confidential citing the relevant state law provision(s) and place it in a separate section of the Proposal.

Tobacco Products

The selected vendor and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City and the State of Tennessee. Please note smoking and the use of tobacco products, including e-cigarettes, is prohibited inside City facilities.

City Officers and Employees Not To Have Financial Interest

No contract/agreement shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The selected vendor shall comply with all applicable federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept proposals from vendors in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

Anti-Discrimination

The selected vendor, in performing the work or furnishing the services covered by this RFP, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

Competency of Workers / Background Checks

The selected vendor shall only furnish employees who are competent and skilled for work under this RFP. If, in the opinion of the City, an employee of the selected vendor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the agreement, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the agreement. The selected vendor's employees working on this project may be subject to police background checks at the sole discretion of the City prior to commencement of the work.

Ownership and Access to Data

The application data is and must remain the sole property of the City. Therefore, the selected vendor shall make available to the City all tools and capabilities native to the database to allow for full access to that data. All tables, layouts, queries, stored procedures, and other content developed to support the operation of the database become the property of the City and shall be made available to the appropriate City personnel as needed and upon request. The selected vendor shall ensure that database query, extract, and download capabilities into external formats such as Microsoft Excel are completely operational and available for appropriate City personnel to access using the City's standard access mechanisms.

The above is not meant to include proprietary programs or other intellectual property unique to the selected vendor's solution' however, such claim to proprietary content cannot intrude on the City's right to access its data without unique interference or additional cost. The selected respondent shall clearly make and/or disclose any such proprietary materials.

The selected vendor shall not use data owned by the City for any purpose without the express written consent of the City.

Warranty

After final production cutover and acceptance testing certification, the system will move into the warranty phase which extends for 365 days from the production cutover date.

PROPOSAL REQUIREMENTS

Requirements for a Proposal

The Proposal shall be submitted in two formats: one (1) printed hardcopy and two (2) USB flash drives. Each Proposal submitted must include the following in order to be considered by the City:

1. Proposal Signature Sheet. Each Proposal must include a signed and fully executed Proposal Signature Sheet. The Proposal Signature Sheet is contained within this RFP.
2. Questionnaire. Each Proposal must include a fully completed Questionnaire. The Questionnaire is contained with this RFP.
3. Vendor Profile. Each proposal must include a Vendor Profile Sheet. The Vendor Profile Sheet is contained within this RFP.
4. Reference Sheet. Each Proposal must include at least three (3) references. These references must be organizations that are currently using a POS system placed and serviced by the respondent/vendor. Each reference must include the name of the organization and the name, title, and telephone number of a contact person within the organization. The reference sheet is contained with this RFP.
5. Pricing Sheet. Each Proposal must include a pricing sheet as part of any response to this RFP. Each respondent/vendor is to present the following on the pricing sheet:
 - a. A price list identifying both the purchase price to the City and the retail price for POS software, hardware, and e-commerce application. The price list for hardware shall identify costs for each base model and available options for that model to allow the City to individually select the required options for each POS station purchase. Pricing shall include delivery to the golf course (101 Centennial Blvd, Oak Ridge, Tennessee 37830), setup, and training.
 - b. Licensing fees and any additional service or ongoing charges. Maintenance and service shall include all required repairs, adjustments, and preventive maintenance. The respondent/vendor shall acknowledge that the City will require the final agreement between the City and the selected vendor to include language that limits the percentage increase in maintenance and service charges for subsequent years.
 - c. The period or length of time that the respondent/vendor will honor and hold the pricing for POS hardware included in this RFP for additional purchases of POS stations by the City.
 - d. The estimated delivery time in days for the hardware and software from the date an order is placed and length of time from installation, training, and implementation of the system.
5. Service Information Sheet. Each respondent/vendor shall clearly state service response times and include a brief description of local service capabilities, parts inventories, staffing levels, and staff certification.
6. Proposal Exceptions. Exceptions that a respondent/vendor might have to any of the requirements found in this RFP must be fully explained in a separate section under the heading "Proposal Exceptions."

7. Assumptions. List any assumptions made in formulating a response to this RFP in a separate section under the heading "Assumptions." Any questions about the specifications in the RFP should be addressed through the primary contact prior to submitting a Proposal.
8. Additional Features. List any additional features not required by the specifications in a separate section under the heading "Additional Features."
9. Completing proposal. All information must be legible. Any and all corrections and/or erasures must be initialed. A neatly typed document of reasonable length is preferred. Proposals shall be prepared simply and economically providing a straightforward, concise description of the respondent's capabilities and experience to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Expenses incurred in developing and submitting a Proposal is borne entirely by the respondent/vendor.

Agreement to Specifications

By submitting a Proposal, the respondent/vendor agrees to the specifications presented in this RFP except as noted in the respondent/vendor's Proposal Exceptions. The agreement between the City and the selected vendor is to include and fully incorporate this RFP and the selected vendor's response (proposal).

Agreement

The City will negotiate an agreement with the selected vendor quoting the best value for the City and will require that the agreement be substantially the form set forth in this RFP. If an agreement cannot be successfully negotiated between the City and the selected vendor within a reasonable time as determined by the City, the City will then attempt to negotiate an agreement with the vendor quoting the next best value for the City. The process will continue with other vendors under an agreement is reached or the City terminates efforts to negotiate an agreement.

Insurance

The successful vendor shall provide proof of insurance in the form, coverage, and amounts specified in this agreement template.

Tax Exempt

The City is tax exempt and proposals should be based accordingly.

Evaluation Criteria

The following criteria will be used to evaluate each RFP response received:

1. Cost to the City for the POS system.
2. Licensing and service costs.
3. The degree to which each respondent/vendor meets or exceeds the specifications.
4. Proposal exceptions.
5. Responses from references.
6. The length of time the respondent/vendor will honor and allow additional purchases of POS stations included in this proposal.
7. Ability to meet implementation timeframe.

PROPOSAL SIGNATURE SHEET

Vendor Contact Information

Vendor Name: _____

Contact Name: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

Email: _____

Vendor Signature

I have reviewed all of the information and specifications in this RFP, have contacted the City regarding any needed clarifications, and have submitted this Proposal with full understanding of the specifications.

Company Officer Name: _____

Title: _____

Signature: _____

Date: _____

Telephone: _____

QUESTIONNAIRE

Circle whether the qualification listed is either available (A), not available (N), or a supported third party solution (T). Please circle any yes (Y) or no (N) answers and fill in any blanks if necessary. Additional pages may be necessary to provide complete answers to the questions below.

- | | | | | |
|-----|---|---|---|---|
| 1. | Cloud based server with remote access to detailed reports?

If available, please submit examples of reports such as, Inventory, Sales Tax, Daily Closing, and Member Billing. | A | N | T |
| 2. | Online Tee Sheet?

If available, please state if that tee sheet can be shared on our website? | A | N | T |
| 3. | POS ability to track Member, Pass Holder, and Daily Customer Pricing? | A | N | T |
| 4. | City of Oak Ridge may own their own equipment?

If yes, please supply a list of system requirements. | Y | N | |
| 5. | POS ability to run on both desktop computer and iPad? | A | N | T |
| 6. | POS ability to use membership, passes, and gift cards? | A | N | T |
| 7. | Compatibility with Range Servant Range Machine?

If not, which vendors range machine are compatible?
<hr/> | A | N | T |
| 8. | Monthly membership billing thru credit cards with tracking and reports? | A | N | T |
| 9. | Email marketing software included? | A | N | T |
| 10. | After hours call center to monitor tee times? | A | N | T |
| 11. | Ability to track employee use at each station? | A | N | T |
| 12. | Creation of a new website for golf course use? | A | N | T |
| 13. | Social Media/Email Marketing resources?

If available, please list all resources that are included with the proposed price. | A | N | T |
| 14. | Continued software support via online or by phone at no additional cost? | A | N | T |

VENDOR PROFILE SHEET

How many years has your company been in business? _____

How long has your product been on the market? _____

What is your company's Dun & Bradstreet number? _____

How many resources do you have dedicated to the support and development of this product? _____

Describe the company's approach to product development and process for product enhancements? _____

Describe the company's other products and what synergies they might have for us? _____

Will any of your services will be subcontracted to another party? Yes _____ No _____
If yes, on a separate sheet of paper provide the name, contact information, and description of each service each subcontractor will perform.

How many clients does your company currently have using the product being proposed? _____

Describe how your company delivers product support. Will an account team be assigned to the City? How many customers does this account team handle? Provide response on separate sheet of paper, or within Proposal document itself with appropriate heading for ease of reference.

During normal business hours, whom would we contact for services and how would we make contact?

What are your procedures for tracking and reporting status information and problem resolution timeframes to customers? Provide response on separate sheet of paper, or within Proposal document itself with appropriate heading for ease of reference.

The City will require the agreement to be bound by the laws of the State of Tennessee. Will your company be able to comply with this requirement? Yes _____ No _____

FUNCTIONAL/TECHNICAL SPECIFICATIONS

Please provide information about how your product facilitates meeting the needs of the business processes described below. If appropriate, include information describing areas where your product exceeds or enhances the needed functionality. Responses may be provided on a separate page(s) or within the Proposal document itself with appropriate heading for ease of reference.

Point-of-Sale

- Easy to navigate
- Registration of guest or members to collect demographic information
- Sales can be quickly processed including discounts, split bills, and gift cards
- PCI compliant credit/debit card system
- Loyalty rewards program – automatically track and redeem points on member or guest accounts.
- Inventory – track stock information including on-hand, on-order, back-ordered, and re-order quantities; as well as low inventory prompts.
- Reports – daily cash out reports by server; revenue reports by sales by area, employee, or category

Tee Sheet

- Tee sheet management should be easy to modify and build sheets
- View of the days' activities on one screen
- Multiple rate schedules
- Ability to see player's status (check-in, on-tee, and on-course)
- Online bookings (allow guest or members to book tee times online)
- Mobile devices (access to system using smart phones and tablets)
- Pace of play tracking mechanism
- Management reports

Membership Management

- Flexibility in collecting customer demographic data
- Tracking to be able to target market and maximize usage to include customer tracking (customer type, time played, zip code tracking), item tracking (item specifics to develop exceptional buying plans and sales plan, reporting to include charts and graphs), and employee tracking.
- Marketing options to include tee time confirmation, follow-up email after play, thank you after purchase, targeted email specific to certain customers seeking certain items, and missed you email notifications.
- PCI compliant credit/debit card system
- Beverage cart option with PCI complaint credit/debit card system
- Inventory – track stock information including on-hand, on-order, back-ordered, and re-order quantities; as well as low inventory prompts.
- Reports – daily cash out reports by server; revenue reports by sales by area, employee, or category

Internal Management

- Reports and letters (automatic weekly report, automatic monthly report, rounds and revenue tracking, instant rounds fiscal period, no show letters, greens fee by hours per month, spending by customer reports, and the ability to build custom reports from the database)
- Ability to import data from current database into new system

PRICING SHEET

As a reminder, the City is tax exempt.

Item	Pricing
Software License(s): Upfront Installation	\$
Software Monthly Maintenance	\$
Hardware	\$
Implementation	\$
Training	\$
Other Costs (explain):	\$

Respondent/vendor shall include all items necessary to provide the products and/or services specified. Additional items must be itemized and added to the list above so that the City has a complete listing of all products and services the respondent/vendor intends to bill for. Respondent/vendor price shall include all labor, materials, products, and services necessary to install and provide the products and/or services as specified. The City shall not be liable for additional charges that are not stated in your Proposal. All charges for overtime, installation, shipping, etc. must be included in your costs.

Respondent/vendor may provide for alternate payment options within the Proposal including, but not limited to, trade, commission, and cash fee or combination thereof.

REFERENCES

Provide three (3) references of customers currently using your product:

Reference Company	
Address	
City, State and Zip Code	
Contact Name	
Title	
Telephone Number	
Product(s)/Service(s) Purchased	

Reference Company	
Address	
City, State and Zip Code	
Contact Name	
Title	
Telephone Number	
Product(s)/Service(s) Purchased	

Reference Company	
Address	
City, State and Zip Code	
Contact Name	
Title	
Telephone Number	
Product(s)/Service(s) Purchased	

AGREEMENT TEMPLATE

The following template shall be the basis of the Agreement between the City and the selected vendor.

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2019, be and between the City of Oak Ridge, Tennessee, a municipal corporation, with a physical address of 200 S. Tulane Avenue, Oak Ridge, Tennessee 37830 and a mailing address of P.O. Box 1, Oak Ridge, Tennessee 37831, hereinafter referred to as the "City," and _____, with a physical address of _____ and a mailing address of _____, hereinafter referred to as the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Agreement

The Contractor shall provide to the City certain products and services as outlined in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. In performance of this Agreement, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth. The City's Request for Proposals and the Contractor's Proposal are both attachments to this Agreement (Exhibits C and D, respectively).

ARTICLE 2 – Term

This Agreement shall be for an initial term through June 30, 2020, with up to four (4) one-year (July 1 – June 30) options to renew upon mutual consent of both parties, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew each July 1 unless either party submits written notice to the other of its intent to not renew at least thirty (30) calendar days prior to the expiration of the then current term.

ARTICLE 3 – Compensation

The City agrees to pay the Contractor for the products and services as outlined in Exhibit B, a copy of which is attached hereto and incorporated herein by reference. The compensation will be paid to the Contractor as follows: ...

ARTICLE 4 – Compliance with All Laws, Ordinances, Statutes, and Regulations

In the performance of this Agreement, the Contractor shall comply with all applicable federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 5 – Subcontracting and Assignment

The parties hereto agree that neither shall assign, subcontract, or transfer their interest in this Agreement without the advanced written consent of the other party and further agree that this Agreement binds the parties, their successors, trustees, assignees, and legal representatives. The City will not approve a request to subcontract until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

ARTICLE 6 – Prior Verbal or Written Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representatives of the City and the Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

ARTICLE 7 – Dispute Resolution

The parties agree that disputes relative to the products delivered and work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute the Contractor shall proceed with the work as per this Agreement as if no dispute existed. No dispute will be submitted to arbitration or binding mediation without both parties' express written consent.

ARTICLE 8 – Insurance

A. Generally. Throughout the duration of this Agreement, including applicable renewals thereto, the Contractor shall secure and maintain in full force the types of insurance set forth below and in at least the minimum amounts set forth below. The City of Oak Ridge, Tennessee shall be named/listed as an *additional insured* and not just a certificate holder.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of a material change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

B. Types of Insurance. The minimum amounts per type of insurance are as follows:

1. Comprehensive General Liability.

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable Tennessee statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

4. Professional Liability – \$1,000,000

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 9 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 10 – Independent Contractor

The Contractor is an independent contractor and as such neither the Contractor nor its personnel are agents or employees of the City. The Contractor is responsible for payment of any and all federal, state, and local taxes.

ARTICLE 11 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Contractor is not responsible.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Agreement shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Agreement.

ARTICLE 12 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Agreement, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall

inform all of its subcontractors and vendors providing work or services under this Agreement of this requirement and shall ensure compliance therewith.

ARTICLE 13 – Termination for Convenience

This Agreement may be terminated in whole or in part by the City in accordance with this provision whenever the City Manager shall determine that such a termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor at least thirty (30) days in advance of the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the compensation shall be made for completed services, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 14 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 15 – Termination for Lack of Funds

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be cancelled and, to the extent permitted by law, the Contractors shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies and services delivered under this Agreement.

ARTICLE 16 – No Waiver

The failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any term, condition, or provision of this Agreement.

ARTICLE 17 – Severability

If any provision is held to be unenforceable by a court of competent jurisdiction, the enforceability of the other provisions shall not be affected.

ARTICLE 18 – Governing Law

This Agreement is entered into, under, and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its City Manager, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

City Manager

NAME OF SELECTED VENDOR

Name, title, signature, etc.

Attachments: Exhibit A – Scope
Exhibit B – Compensation
Exhibit C – Request for Proposals
Exhibit D – Contractor’s Proposal