



**SPECIFICATIONS AND CONTRACT DOCUMENTS
CITY OF LAKELAND
PARKS & RECREATION YOUTH FOOTBALL UNIFORMS AND
EQUIPMENT FY17**

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SECTION A

CITY OF LAKELAND

**NOTICE TO BIDDERS:
REQUEST FOR BIDS**

PARKS & RECREATION YOUTH FOOTBALL UNIFORMS AND EQUIPMENT FY17

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Recorder of the City of Lakeland, Tennessee until 2:00 pm on November 16, 2016 at Lakeland City Hall, 10001 US Hwy 70, Lakeland, TN 38002, for supplying Parks and Recreation youth football uniforms and other athletic equipment.

Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder's name and address. If a shipping envelope is used, the bid information shall be clearly printed on the exterior of the shipping envelope and the bid should be contained in a separate labeled envelope inside of the shipping envelope. No bids will be received or accepted after the above specified time for the opening of bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the bidder.

The City of Lakeland reserves the right to waive any irregularities or reject any or all bids, as well as the right to place orders based on the City's needs and budget constraints; therefore, the City may not order every item listed in the bid document. Copies of the bid document may be obtained at Lakeland City Hall located at 10001 US Hwy 70, Lakeland, TN 38002. The City of Lakeland complies with all statutes and regulations as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I.100.259).

CITY OF LAKELAND/jsm

**SECTION B
CITY OF LAKELAND**

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
FOR PARKS & RECREATION YOUTH FOOTBALL UNIFORMS AND EQUIPMENT FY17**

1. Quality and Samples:

- 1.1. All equipment, material and supplies proposed must conform to the description and specifications stated in the bid documents, or their reasonable equivalent. References to type, style, trade name, and catalog are intended to be descriptive only and not restrictive.
- 1.2. If Bidder proposes to furnish the items specified in the bid document, Bidder shall fill in the unit price in the appropriate spaces on the bid form included herewith.

2. Interpretations and Addenda:

- 2.1 No interpretation of the meaning of the bid document will be made to any bidder orally. Any request for such interpretation shall be made no later than five (5) working days prior to the date fixed for the opening of bids and must be made **via email** with the subject heading:

"Bid – PARKS & RECREATION YOUTH FOOTBALL
UNIFORMS AND EQUIPMENT FY17"

Questions or inquiries should be sent to:
Robbie Spencer, Parks & Recreation Director
rspencer@lakelandtn.org

Notice of any and all such interpretations and any supplemental instructions will be served upon all bidders of record by the City Recorder in the form of addenda to the bid specifications. All addenda so issued shall become a part of the bid document.

- 2.2 Interpretation of the bid specification shall be decided by Parks & Recreation Director. The Director's decision shall be final and binding on all parties.

3. Bid Quotations:

- 3.1 Unit price and total price of each item quoted shall be written in ink, or typed, in the space opposite the name of the item listed on the proposal form.

No proposals will be considered acceptable unless properly made out on the bid proposal forms provided by the City of Lakeland and signed by Bidder in ink.

- 3.2 In the event of a discrepancy between the unit price and the total price of the bid proposal form, the unit price will govern. All prices must be quoted "per unit"

quantity specified. (e.g. do not quote "per case" when "per dozen" is requested). All items not bid shall be indicated as "not bid" in the total price space. When bids are requested on a lump sum basis, Bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate. Failure to comply with the provisions of this paragraph may be grounds for rejection of the bid proposal by the City.

4. Late Bids:

Bid proposals that arrive after the time stated for the opening of bids shall not be accepted, and will be returned to Bidder unopened. Whether sent by mail or by means of personal delivery, Bidder assumes responsibility for having its bid delivered on time at the place specified in the legal notice.

5. Bid Opening:

Sealed Bids will be publicly opened on the date and time specified in the notice included in the bid documents. All bids will be opened and, unless obviously non-responsive or otherwise irregular, read publicly aloud. All bids are then available for inspection by the public and the other bidders.

6. Acceptance or Rejection:

6.1 The City reserves the sole right to waive any informality, to reject any or all bids, and City's decision shall be final and binding on all parties.

6.2 Acceptance of bids is subject to approval by the Board of Commissioners of the City of Lakeland.

7. Award:

7.1 Awards will be made to the responsible bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document.

7.2 The City reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn, unless Bidder expressly states in its bid that acceptance thereof must be made within a shorter specified time.

7.3 The City reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of Tennessee if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

8. Notice of Award:

If the bid is accepted by the City, the successful bidder (also referred to herein as "Vendor") will be notified in writing by the City Recorder. Vendor will be required to submit a completed W-9 Form with its first invoice.

9. Delivery:

- 9.1 Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8:00am to 4:30pm unless otherwise stated in the specifications, at the location set forth in the specifications. F.O.B., except on national, state or local holidays when City buildings are closed. Bidder shall be responsible to verify that the appropriate City building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular City building, at points of delivery, and in quantities, as directed by the City. Any costs incurred by the City or Bidder due to the failure of Bidder to comply with this requirement will be the responsibility of Bidder. Bidder should be prepared to furnish proof of delivery, if requested by the City.
- 9.2 If Bidder is shipping bid items to the City using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the City.
- 9.3 Delivery of all bid items under this bid shall be made not later than the date specified in the bid document. If Bidder cannot meet the delivery date specified in the bid document, Bidder shall state on the bid form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the bid.
- 9.4 Bidder shall be fully responsible for shipping and delivery of bid items in an undamaged condition. Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the City. The City will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to the City shall be replaced immediately by Bidder. The City shall notify Bidder of damaged or defective goods in writing within ten (10) business days from the date of delivery. The remedies available to the City in this Article shall be in addition to available remedies provided in the Article entitled Termination / Breach of Contract, below.

10. Warranty / Guarantee:

By submitting its bid, Bidder is deemed to warrant and guarantee as follows:

- 10.1 Except as noted in the Summary of Bid and the Specifications, all goods furnished in this bid proposal are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to the City.
- 10.2 Except as noted in the Summary of Bid and the Specifications, any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of products offered.
- 10.3 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. Any equipment provided under the bid proposal which is or becomes defective during the guarantee period shall be replaced or redone by Bidder, free of charge. All replacements shall carry the same

guarantee as the original equipment or products. Bidder shall make any such replacement promptly upon receiving written notice from the City.

11. Additional Quantities:

Unless the City requests Bidder to supply used goods or materials, the City may purchase additional quantities of the bid items from Bidder at any time during the contract period, for the same price and under the same terms and conditions set forth herein.

12. Termination / Breach of Contract:

If Bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the City, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by the City, that shall constitute a breach of the contract, and the City may purchase goods from other sources to take the place of the goods rejected found defective or not delivered. The City reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary. On all such purchases, Bidder agrees to reimburse the City promptly for excess costs occasioned by such purchases. Should the cost be less, Bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices. Without limiting the foregoing, the City reserves the right to terminate the Contract upon breach upon within ten (10) days of notice provided to Bidder.

13. Assignment Prohibited:

Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of the City.

14. Special Requirements:

Special requirements for any bid proposal may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered an integral part of all bid proposals.

**SECTION C
CITY OF LAKELAND**

**SUMMARY OF BID
FOR PARKS & RECREATION YOUTH FOOTBALL UNIFORMS AND EQUIPMENT FY17**

The City of Lakeland seeks bids from qualified parties to supply Parks and Recreation program uniforms and equipment, the specifications of which are more fully set forth in Section B of this document.

Bidders should, before submitting a bid, carefully examine and understand the contents of each Section of this bid package including the Notice of Bid, Instructions to Bidders and General Conditions (and any appendices), Summary of Bid, and Bid Proposal Form. These documents set forth the character of the work and materials to be provided by the bidder.

Bidders shall have (5) working days prior to the bid opening date to bring to the attention of the City Recorder or Parks and Recreation Director any errors or defects in these specifications which would prevent a bidder from providing a responsive bid.

Bidder must be qualified to deliver the goods specified in the Specifications. The City reserves the right to request references from other parties for which bidder has provided similar goods.

Additional Specifications / Special Requirements:

- 1) The price(s) set forth in the bid proposal form shall remain valid for one (1) year from the date of bid award.
- 2) Bid prices must cover all of bidder's costs. There shall be no additional charges to the City for delivery, art work, set-up, etc.
- 3) The City reserves the right to award the bid per item or total bid.
- 4) The City reserves the right to place orders based on the City's inventory and current needs, including budgetary constraints.
- 5) Delivery of good shall be between 8:00am and 4:30pm, Monday through Friday, at the following address:

**CITY OF LAKELAND PARKS & RECREATION
10001 US HIGHWAY 70
LAKELAND, TN 38002**

- 6) The City will place orders in writing via email or by telephone to the email address or phone number provided on the Bid Proposal Form.

SECTION D



**BID PROPOSAL FORM
FOR PARKS & RECREATION YOUTH FOOTBALL UNIFORMS AND EQUIPMENT FY17**

Company Name: _____

Company Address: _____

Contact Person: _____ **Email:** _____

Phone Number: _____ **Cell Phone:** _____

In compliance with your legal Notice to Bidders for the City of Lakeland Parks and Recreation Youth Football Program Uniforms and Equipment project, the undersigned bidder, having examined the specifications forms thereto attached, and being fully advised as to the extent and character of the goods to be furnished, hereby propose to supply all of the goods bid upon in accordance with the specifications thereof, within the time limit specified, for the prices so stated below.

BIDDER understands that the City reserves the right to reject any or all bids and to waive any informality in bidding.

BIDDER agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

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 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.

Signature: _____

Date: _____

Youth Football

Bid No. PR-1-2

Youth Football Game Jersey: Under Armour (Same as Current Game Jersey)

Imprint: Same as current Game Jersey

Product Color and Design:

Same as current Game Jersey

Quantity:

Estimated 10-30

Price:

Game Jersey _____

Bid No. PR-2-2

Youth Football Game Pant: Under Armour (Same as Current Game Jersey)

Imprint: Same as current Game Jersey

Product Color and Design: Same as current Game Jersey

Sizes:

Estimated 10-30

Price:

Game Pant _____

Bid No. PR-3-2

Youth Schutt Recruit Hybrid Football Helmet

Product Color and Design: Metallic Silver Base with Navy Facemask

Sizes:

Will vary depending on fitting

10-30 Estimated

Price:

Helmet _____

Bid No. PR-4-2

Youth Shoulder Pad: Any brand, must meet NOCSAE safety standards

Product Color and Design: No preference

Sizes:

Will vary depending on fitting

10-30 Estimated

Price:

Shoulder Pads _____

Bid No. PR-5-2

Youth Football Game Ball: Wilson, Nike, or Under Armour / Leather Preferred

Imprint: Mascot Logo imprinted on the ball

Sizes:

K2 Leather Imprinted Logo

TDJ Leather Imprinted Logo

TDY Leather Imprinted Logo

Price:

K2 Footballs _____

TDJ Footballs _____

TDY Footballs _____