

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 37133-1139, 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.

DATE ISSUED: June 7, 2013

BID TITLE: Murfreesboro Police Department Uniforms and Equipment

CITY CONTACT PERSON: Sgt. Greg Walker
Murfreesboro Police Annex
324 South Church Street
Murfreesboro, TN 37130

TELEPHONE NUMBER: (615) 895-3874

FAX NUMBER: (615) 849-2628

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
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

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: June 24, 2013

BID OPENING TIME: 2:00 p.m., Murfreesboro, Tennessee local 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 2:00 p.m. on June 24, 2013, 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 June 24, 2013 at 2:00 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 37133-1139. 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 parts, labor, accessories and any other standard equipment necessary to make these items function as intended, to include shipping and delivery. The initial contract period for this bid quotation is from the date of the bid award until June 30, 2016. All bid prices shall be effective until June 30, 2016. 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 (2016, and 2017) 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.

1.6. 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 Annex, 324 South Church Street, Murfreesboro, TN 37130.
- 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 Sgt. Greg Walker. 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, 2016** and shall be subject to an automatic renewal for a second and third period (July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018), 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, 2016 and May 1, 2017.**
- 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 a store located within fifty (50) miles of the City of Murfreesboro for bidders of group A, and a store located within one-hundred twenty (120) miles for bidders of group B. 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 while the employee(s) waits 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: 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): Blauer: Style #233R: Quantity: 20**

Blauer 233R, its equal or better

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. **Fur Cap by Midway: Style #196: Black: Quantity: 20**

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

- 18. **Tie: Clip-on: Navy Blue: 20” by Uniform Cravats: Style #90043: Quantity: 20**
- 19. **Tie: Full Length: Navy Blue by Uniform Cravats: Style #90078: Quantity: 10**
- 20. **Tie Clasp: Premier Emblem: Silver with State Seal: Quantity: 20**
- 21. **Tie Clasp: Premier Emblem: Gold with State Seal: Quantity: 20**
- 22. **Toboggan: Sam Boone: Hi-Viz: Full Face: Style #99046: Quantity: 20**
- 23. **Toboggan: Black: with MPD Patch Embroidered on front: Style #KN-400: Quantity: 20**
- 24. **Traffic Vest: Blauer: Hi-Viz: Style #339P: Quantity: 20**

Sizes must be available in Small – XXXLarge

- 25. **Class B Pant: Blauer: Style #8810X: Quantity: 25**

Color: Navy Blue

Pants must be Blauer brand, its equal or better.

- 26. **Class B Long Sleeve Shirt: Blauer: Style #8900: 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 Blauer Brand, its equal or better.

- 27. **Class B Short Sleeve Shirt: Blauer: Style #8910: 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 Blauer Brand, its equal or better.

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

Color: Black

SCHOOL TRAFFIC OFFICERS:

29. Pants: Edwards Brand: Quantity: 25 Pair

Color: Navy Blue

Edwards style #8279 (women) and #2290 (men), its equal or better.

Sizes:

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

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

Jacket must be Neese #9400SJ, its equal or better.

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

RedKap brand #SP14YE, its equal or better.

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

RedKap brand #SP24YE, its equal or better.

33. Raincoat/Hood: Quantity: 8

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

Neese 1870C with hood, its equal or better.

34. 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.

35. Glove - Winter: Quantity: 24 Pair

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

Finger Fashions 460Y, its equal or better.

36. Tie: Quantity: 12

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

FIREARMS INSTRUCTORS

37. Tactical Pants: Quantity: 20

Color: Khaki, Black,

Pants must be Proper brand: Style #F5220, its equal or better.

38. 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.

39. Long Sleeve Polo Shirt: Quantity: 20

Color: Black, White, Navy, Green, Red

Shirts must 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.

40. Sweatshirt: Quantity: 20

Color: Black

Sweatshirt must be Style #SAN562, its 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

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

Color: Black

Style #910L and Style #905F

42. Tourmaster Motorcycle Jacket: Quantity: 10

Color: Black

Style #HH-8703-1005, its equal or better

Uniform/Equipment Specifications - Group B

ACCESSORIES:

43. 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, its equal or better

44. Class B Utility Belt: Quantity: 20

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

45. 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

46. Handcuff - Chain Type: Quantity: 20

Smith and Wesson, Peerless, their approved equal or better

47. Handcuff - Hinged Type: Quantity: 20

Smith and Wesson, Peerless, their approved equal or better

48. 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.

49. 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

50. 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

51. Class B Flashlight Ring: Quantity: 20

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

Bianchi 8009, its equal or better

52. 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

53. 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

54. 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

55. Breast Badge: Quantity: 20

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

Blackington B1099 or equal

56. Breast Badge: Quantity: 20

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

Blackington B1099, approved equal or better

57. Badges: Quantity: 6

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

Blackington B1184, approved equal or better

58. 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

59. Cap Badge: Quantity: 20

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

Blackington B720, approved equal or better

60. 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.

61. Expandable Baton: Quantity: 15

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

62. Class A Outer Duty Belt: 30

High Gloss finish – leather belt

Safariland 94, its equal or better

63. Class A Inner Duty Belt: 30

Plain black finish – leather belt

Safariland 99, its equal or better

64. 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

65. Class A OC Holster: 30

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

Safariland 38-4, its equal or better

66. Class A Handcuff Case (closed): 30

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

Safariland 90-9HS , its equal or better.

67. 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.

68. 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, its equal or better.

69. Class A Flashlight Ring: 30

Fits belts 2.25" wide and designed for D-cell flashlights

Safariland 4227, its equal or better.

70. Class A Beltkeepers: 100

Designed to fit 2 ¼ belts. Made in black.

Safariland 62-4-9HS , its equal or better.

3. BID FORM

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

All prices must include all costs. Items #1 – 70 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, 2016 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	_____	Fur Cap	\$ _____	\$ _____
17	20	_____	18" Tie	\$ _____	\$ _____
18	20	_____	20" Tie	\$ _____	\$ _____
19	10	_____	Full Length Tie	\$ _____	\$ _____
20	20	_____	Tie Clasp – Silver	\$ _____	\$ _____
21	20	_____	Tie Clasp - Gold	\$ _____	\$ _____
22	20	_____	Hi-Viz Full Face Toboggan	\$ _____	\$ _____
23	20	_____	Black Toboggan	\$ _____	\$ _____
24	20	_____	Traffic Vest	\$ _____	\$ _____
25	25 pair	_____	Class B Pant	\$ _____	\$ _____
26	25	_____	Class B Long Sleeve	\$ _____	\$ _____
27	25	_____	Class B Short Sleeve	\$ _____	\$ _____
28	10	_____	Lightweight Jacket	\$ _____	\$ _____

SCHOOL TRAFFIC OFFICERS:

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

36 12 _____ Sam Boone Tie \$ _____ \$ _____

FIREARMS INSTRUCTORS:

37 20 pair _____ Pants \$ _____ \$ _____

38 20 _____ Short Sleeve Polo \$ _____ \$ _____

39 20 _____ Long Sleeve Polo \$ _____ \$ _____

40 20 _____ Sweatshirt \$ _____ \$ _____

41 10 _____ Motorcycle Boots \$ _____ \$ _____

42 10 _____ Motorcycle Jacket \$ _____ \$ _____

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>
43	20	_____	Class B Inner Belt	\$ _____	\$ _____
44	20	_____	Class B Outer Belt	\$ _____	\$ _____
45	40	_____	Class B Handcuff Case	\$ _____	\$ _____
46	20	_____	Handcuffs – Chain	\$ _____	\$ _____
47	20	_____	Handcuffs - Hinged	\$ _____	\$ _____
48	20	_____	Class B Baton Scabbard	\$ _____	\$ _____
49	100	_____	Security Holster	\$ _____	\$ _____
50	60	_____	Class B Beltkeeper	\$ _____	\$ _____
51	20	_____	Class B Flashlight Ring	\$ _____	\$ _____

52	20	_____	Class B Mag Pouch	\$ _____	\$ _____
53	20	_____	Class B Glove Pouch	\$ _____	\$ _____
54	30	_____	Class B OC Holster	\$ _____	\$ _____
55	20	_____	Breast Badge – B1099 Gold Plate	\$ _____	\$ _____
56	20	_____	Breast Badge – B1099 Rhodium	\$ _____	\$ _____
57	6	_____	Breast Badge - School Patrol - Rhodium	\$ _____	\$ _____
58	10	_____	Cap Badge – B-720 Gold Plate	\$ _____	\$ _____
59	20	_____	Cap Badge – B-720 - Rhodium	\$ _____	\$ _____
60	20	_____	Wallet Badge – B - 296 Gold Plate	\$ _____	\$ _____
61	15	_____	Expandable Baton	\$ _____	\$ _____
62	30	_____	Class A - Outer Belt	\$ _____	\$ _____
63	30	_____	Class A - Inner Belt	\$ _____	\$ _____
64	30	_____	Class A - Mag Pouch	\$ _____	\$ _____
65	30	_____	Class A - OC Holster	\$ _____	\$ _____
66	30	_____	Class A – Handcuff Case	\$ _____	\$ _____
67	30	_____	Class A – ASP Holster	\$ _____	\$ _____
68	30	_____	Class A – Glove Pouch	\$ _____	\$ _____
69	30	_____	Class A – Flashlight Ring	\$ _____	\$ _____
70	30	_____	Class A – Beltkeepers	\$ _____	\$ _____

TOTAL BID AMOUNT – GROUP B \$ _____

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Company: _____

Form of Business: _____

Authorized Signature and Date: _____

Name Printed and Title: _____

Address: _____

Location of Store (if different): _____

Representative and Title: _____

Telephone Number: () _____ Fax Number: () _____

E-Mail: _____

Delivery Date: _____

Attach reference or bidder information.

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid title: Murfreesboro Police Department Uniforms and Equipment

Company Name: _____

Mailing Address: _____

Phone Number: () _____

Fax Number: () _____

Company Contact Person: _____

Contact Person Cell Phone: () _____

Contact Person E-Mail: () _____

DRAFT
ATTACHMENT A
CONTRACT BETWEEN
CITY OF MURFREESBORO POLICE DEPARTMENT
AND
CONTRACTOR NAME
FOR MURFREESBORO POLICE DEPARTMENT UNIFORMS / EQUIPMENT

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

- *Invitation to Bid issued June 7, 2013*
- *Bid specifications issued June 7, 2013*
- *Contractor's Bid Response dated June 24, 2013*
- *This Contract*

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

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

1. **Duties and Responsibilities of Contractor.** The City has awarded Section ___ to the contractor to include all respective Items. Contractor agrees to provide any of the items pursuant to this Invitation to Bid as set forth in the attached Bid Response upon receipt of a purchase order from the City.
2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties and will be effective until June 30, 2016. The second and third periods of this contract shall be subject to the conditions as set forth in Section 1.3.3 of the Invitation to Bid (ITB).
3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - 3.2. All items must be available for delivery within 2-4 weeks of bid award. Delivery shall be within thirty (30) days after fitting or receipt of purchase order. **Time is of the essence.**
 - 3.3. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

- 3.4. 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 the Invitation to Bid.
- 3.5. All deliveries made pursuant to the contract must be made pursuant to the 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. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid. **Awarded bidder(s) will honor price(s) for other local governments.**
5. **Warranty.** Contractor warrants that for a period of twelve (12) months, unless otherwise specified, from the in-service date and not from the date of delivery, every item provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. Every item bid shall have a manufacturer’s warranty against defects in material or workmanship for a period of not less than ninety (90) days from the in-service date and not the date of delivery. The warranty shall include any and all replacement uniform accessories and all associated labor cost to be borne by the manufacturer. During such warranty period, the Contractor shall replace at no charge, or repair or service, any defective or unsatisfactory items. If such items cannot be repaired within thirty (30) days from notice to the Contractor of such defect, the Contractor shall provide a substitute item at no additional charge.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices.**
 - 11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
 - 11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, Insert Name and Address.

12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
 - 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
20. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT

MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

21. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

27.1. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

27.2. Notices to Contractor shall be sent to:

Contractor:
Attention:
Address:

27. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO:

By: _____
Tommy Bragg, Mayor

Approved as to form:

Susan Emery McGannon, City Attorney

Kelley Blevins Baker, Staff Attorney

CONTRACTOR:

NAME

SAMPLE – DO NOT SIGN
By: _____
Owner / Authorized Representative

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public, Personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____