



The following Minimum General Bid Conditions have been developed and may pertain to none, or any and all purchases that may be made as a result of this request for bids.

1. The City has the right to accept the lowest and/or best bid received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid.
3. **TIME OF ACCEPTANCE** If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. **ERROR IN BID** In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids. After bid opening, a vendor will be permitted to withdraw a bid where there is obvious clerical error in the bid.

If a bidder discovers any ambiguity, conflict, discrepancy, or omission or other error in the bid, they shall immediately notify Jamayla Hill [jhill@jacksontn.gov](mailto:jhill@jacksontn.gov) of such error and request modification or clarification of the document.

5. **DISCOUNT PERIOD** Discounts will be taken as written on the invitation to bid.
6. **DEFAULT OF CONTRACTOR** In case of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
7. **SAMPLE OF MATERIALS** Samples of items, when required, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
8. **SIGNATURE ON BIDS** Each bid should give the full name and business address of the bidder. **Unsigned bids will be rejected.** The person signing the bid must show his/her title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bids must be written with computer, typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the bid.
9. **ALTERNATE BIDS** Alternate bids will not be considered unless specifically called for in the bid.
10. **BOND REQUIREMENTS** All bond requirements shall be identified in the invitation to bid. The right is reserved to require the successful bidder to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
11. **TIME OF PERFORMANCE** The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid. When no time of delivery is stated by the bidder, it is understood and agreed that delivery is to be made within two weeks after receipt of order. Shipping should be FOB destination.

12. **SPECIFICATIONS** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. The articles on which the proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by vendor or returned to vendor shipping charges collect.  
Reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.
13. **Inspection** Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
14. **WARRANTY** State any and all guarantees or warranties that would apply to item/ product/service which you are bidding.
15. **Bids must be submitted in duplicate, with one original and one copy. Flash drive**
16. **Faxed or E Mailed** bids will not be accepted.
17. These specifications meet the minimum requirement.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as "**Ned Theatre Seats**"

**No bids will be accepted after the advertised bid opening time.**

**The city reserves the right to determine the competence and responsibility of a bid from its knowledge of the bidder's qualifications or from other sources.**

**No questions will be answered after noon, the Friday prior to invitation opening.**

**BIDDERS MUST SUBMIT WITH YOUR BID**

Bidder must return the signed invitation to bid form  
Certificate of insurance with the proper types of insurance as stated on the previous page. If selected as successful bidder, you will be required to add the City additionally insured.  
Solicitation Document A: Affidavits to be notarized  
Solicitation Document B: Affidavits  
W-9 if new bidder  
Completed business license information  
Signed safety form

**ANY BID SUBMITTED WITHOUT THE ABOVE INFORMATION MAY BE REJECTED.**

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

A building permit may be required for this bid. Fill out the form in the bid package. (731) 425-8569.

**Use information in bid package to submit your bid. Any questions should be addressed, in writing, to Jamayla Hill, email ([jhill@jacksontn.gov](mailto:jhill@jacksontn.gov)) . Potential bidders must review the bid package upon receipt to identify any questions and/or issues. Any/all questions should be submitted in a single request for addendum. Requests for clarification must be received by the purchasing department by noon, the Friday before the scheduled date of the bid opening.**

**Purchase Order/Contract will go into effect once a purchase number has been assigned.**

**Termination for Cause**



If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner, as determined by the City of Jackson, its obligations under this Contract/Purchase Order, or if the bidder violates any of the covenants, agreements, or stipulations of this contract, the City of Jackson shall thereupon have the right to terminate the contract by giving written notice to the bidder of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Satisfactory work shall be determined by the City of Jackson in its sole discretion. In the event of such termination, the bidder shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by the bidder in connection with this Contract/Purchase Order as of the date of receipt of notifications of termination. The bidder shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the bidder covered by the Contract/Purchase Order, less payments previously made.

#### **Termination for Convenience**

Either the City of Jackson or the bidder may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. The bidder shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the bidder covered by the Contract/Purchase Order, less payments previously made

#### **Disqualification of Bidder**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Bidder and the rejection of their Bid:

- A. Evidence of collusion among Bidders.
- B. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on a previous municipal contract for failure to perform



## PURCHASING DEPARTMENT

# SPECIFICATIONS

**The attached specifications are written merely as a guideline with desired features and not to favor any specific brand or manufacturer.**

### GENERAL:

The Ned R. McWherter Cultural Arts Center is a performing and visual arts destination in the Downtown Arts District of Jackson, TN. The Ned produces multiple productions and camps each season, and welcomes thousands of audience members throughout the year.

The Ned is looking to update the inside of the theater by replacing the audience seating. This project is an opportunity to make the auditorium ADA compliant and fully accessible to all guests. Currently, the auditorium holds 420 seats, and we hope to maintain that number or as close as possible with the adjustments for accessibility.

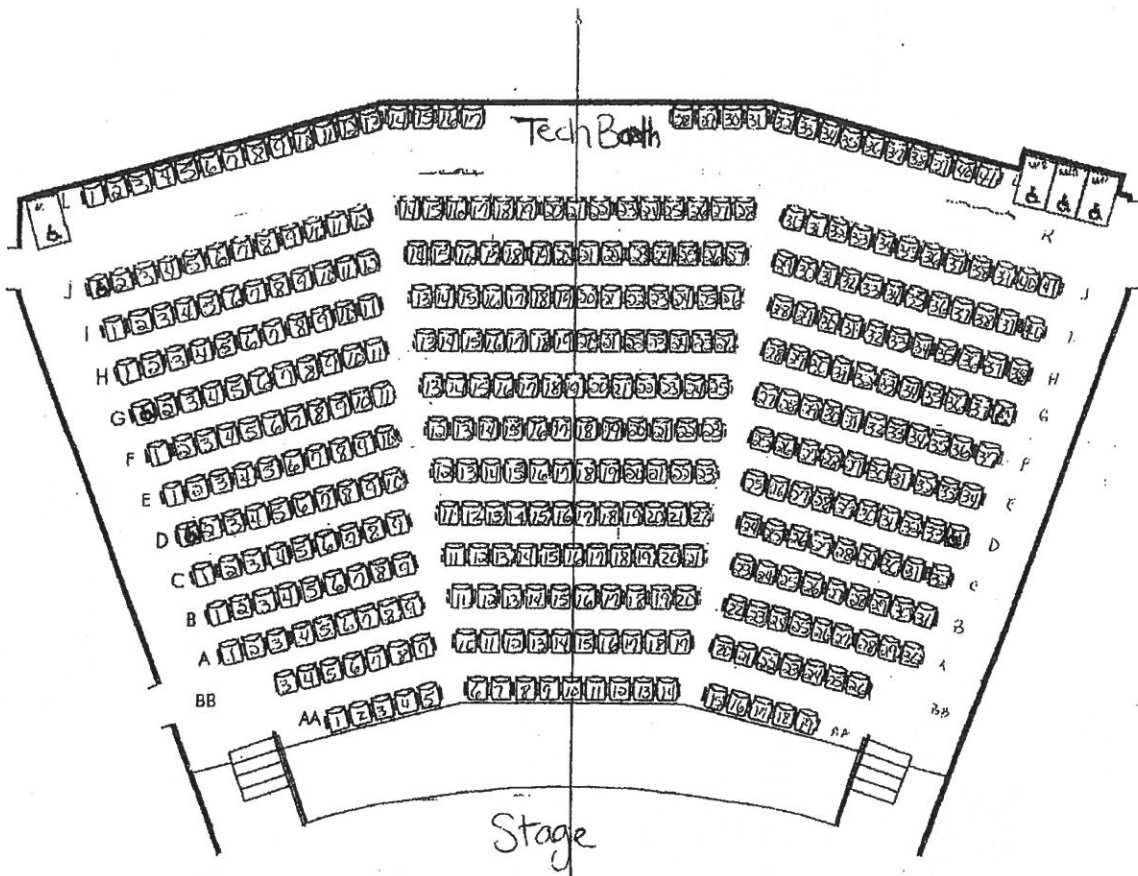
### SCOPE OF WORK:

This project will include

- 420 new seats
  - Vendor will provide a seating plan that complies with 2010 ADA Standards.
  - The seats should be comfortable and durable with polypropylene foam padding or something comparable and a gravity-lift mechanism for quiet operation.
  - Seats should be between 19 1/8" and 22 1/8" wide, except in the case of wheelchair spaces.
  - Easy to read Aisle and Row markers or plates
- Removal
  - Vendor will remove and dispose of the current seats.
- Floor Repair and Preparation
  - Vendor will coordinate with the Ned to best clean and prepare the flooring for the new seats.
- Installation
  - Vendor will install the new seating.
- Warranty
  - Vendor will grant a one-year warranty on the seats, including hardware and mechanisms involved.

Please submit itemized pricing and a proposed timetable for the entire project on the bid form.

Inspection dates 1/23 & 1/24 @ 11:30AM





## **PURCHASING DEPARTMENT**

**Effective March 19, 2013, if your bid does not include the following information, it may be rejected for non-compliance according to the invitation to bid. In your bid, place a copy of your insurance certificate. If you are the successful bidder, a complete and current certificate of insurance will be asked of you.**

### **CITY OF JACKSON, TN INSURANCE REQUIREMENT CITY PROJECT CONTRACT**

The **VENDOR** shall purchase and maintain the insurance outlined below to provide protection from the **VENDOR'S** negligent acts. The **VENDOR** shall provide this insurance as required by the Contract Documents. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **VENDOR**.

- Commercial General Liability in the amount of \$1,000,000 per occurrence and must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and coverage for insured contracts. The City of Jackson must be named Additional Insured and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$500,000 Combined Single Limit. The City of Jackson must be named Additional Insured and the Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability Limits of 100/500/100 - The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- If required by contract documents, the **VENDOR** must carry Professional Liability in the amount of \$1,000,000 per occurrence.
- The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled the issuing Insurance Company will mail 30 days written notice to: City of Jackson Purchasing Department 115 E. Main St. #202 Jackson, TN 38301, by registered mail, return receipt requested.
- All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.

The **VENDOR** shall maintain the above insurance through both final acceptance and any Warranty Period defined by the contract documents





## **PURCHASING DEPARTMENT**

### **SOLICITATION DOCUMENT A: NOTARIZED AFFIDAVITS**

The undersigned agrees that the following conditions are or will be met.

#### **NON-COLLUSION AFFIDAVIT**

1. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
2. Such bid is genuine and is not a collusive or sham bid;
3. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COJ or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

#### **CHILD CRIME AFFIDAVIT**

1. The responder agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

#### **AFFIDAVIT OF ELIGIBILITY**

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of COJ or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for COJ has a direct interest in the responder.

**ILLEGAL IMMIGRANTS**

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with sub-contractors who utilize the service of illegal immigrants.
  
2. By signing below the bidder agrees that:
  - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.
  - b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.
  - c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

_____ (Name)	_____ (Signature)
_____ (Title)	_____ (Date)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*Notary Public* My commission expires: \_\_\_\_\_



**PURCHASING DEPARTMENT**

**Solicitation Document B: Affidavits**

**Conflict of Interest**

1. No commissioner or officer of COJ or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the COJ has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

**Drug Free Workplace Requirements**

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

**Certification of Nonsegregated Facilities**

6. The undersigned also certifies to the City of Jackson that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

**General**

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

**Iran Divestment Act**

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

**Accuracy of Electronic Copies**

10. The supplier will provide one original copy of the bid/proposal/quote/qualifications to the COJ. Any copies or flash drives will contain the same information as the original.

**General**

11. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COJ or any person interested in the proposed award or agreement.



- 12. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Indemnity**

- 13. Governmental entities in the State of Tennessee are limited from entering into contracts or agreements that indemnify or hold harmless third parties beyond the liability that would be imposed on the governmental entity by law. Therefore, the City of Jackson may not enter into any contract or agreement which requires it to indemnify or hold another harmless beyond the liability that is imposed on the City by law. Any agreement or contract which purports to do so is unenforceable.

**No Contact/No Advocacy Affidavit**

- 14. After this solicitation is issued, any contact initiated by any supplier with any COJ representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
- 15. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to COJ staff or Board members. My signature signifies that no unauthorized advocacy occurred.

**Non-Boycott of Israel Affidavit**

- 16. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.




**Assurance of Compliance under Title VI of the Civil Rights Act of 1964**

- 17. Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Jackson, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City of Jackson and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

**Affirmative Action Compliance Program**

- 18. The Undersigned certifies to the City of Jackson that if the undersigned has fifty (50) or more employees and a contract with the City of Jackson for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishments as required by OFCCP Regulations 41 C.F.R.§§ 60-1.4,60-250-5, and 60-741.5.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

<b>Signed by</b>		
<b>Printed Name</b>		
<b>Title</b>		



## **BUSINESS LICENSE APPLICATION FACT SHEET**

Contractors living outside Tennessee with no state business location must have a state business account number to report sales in counties with sales between \$10,000 and \$50,000. They must get a county and city business license in counties from each jurisdiction where the contractor has \$50,000 or more in sales for the tax reporting period.

If you are an out-of-state entity doing business in Tennessee without a fixed business location in Tennessee, please contact the Department to discuss your situation to determine if Tennessee business tax is required to be paid. Please contact the Department of Revenue at (615) 253-0600 (Nashville-area and out-of-state) or (800) 342-1003 (statewide toll-free). You also go to the state website [tn.gov/revenue](http://tn.gov/revenue), revenue help, taxes, business tax, if you don't find your answer in the question, you can go to the bottom of the page and submit a request. Give all the details and a state representative will email you back with an answer.

A business application can be located at [cityofjackson.net](http://cityofjackson.net). If you have any additional questions concerning the business license you may contact The City of Jackson, Revenue Department @ 731-425-8212.

**LIST PROJECT NAME:**

**LIST CONTRACTOR & PHONE NUMBER:**

**VENDOR LOCATION:**

**LIST SUBCONTRACTORS & PHONE NUMBERS**

## **Safety Program**

Please state your safety program that your company has adopted to include any employee training or certification programs. This information must be included in your bid/proposal package. State any pertinent information that will satisfy the city's attempt to obtain this information. This information will be turned over to our Risk Management Department for their review.

Call 731-425-8233 for additional information.

**Project name:**

**Contractor and phone number:**

**Vendor Location:**

**Subcontractor and phone number:**

**Cost of project:**

This bid may be canceled, or the acceptance of any bid proposal revoked by the city of Jackson upon written notification to the other party at any time prior to, or after, the issuance of a requisition for purchase or the execution of a written contract by the City of Jackson.

The bid/proposal/contract/purchase order may be canceled by the City of Jackson at any time for just cause such as non-delivery, substitution of non-specified products, late deliveries, or continuous problems with the vendor. Non-delivery of merchandise within one week of order will be grounds for voiding the agreement. The city reserves the right to reject any bid if the evidence submitted by, or investigated of, such bidder is not properly qualified to carry out the obligations of the bid and to complete the work contemplated therein within the time frame set forth in the bid using superior quality merchandise/equipment.

The City of Jackson has the right to waive informalities and to reject any and all bids whom it finds, after reasonable inquiry and evaluation to be non-responsive, or it would not be in the best interest of the project to make the award. Bid will be awarded to the lowest/ best responsive bidder.

*B.Failure to observe this section constitutes a class a misdemeanor."*

Minority business enterprises (MBE's) and disadvantaged business enterprises (DBE's) are encouraged to participate in the project. Bidders are encouraged to use MBE's and DBE's as subcontractors in the performance of this project.

The City of Jackson accounting department pays invoices every Wednesday.

Lack of written notification of any delay in stated delivery time will be cause for discounted price of 1% per month until delivery is facilitated or cancellation of award. Any delay must be brought to the attention of the purchasing department, City Hall, 115 E. Main Street, suite 202, Jackson, TN 38301.

**ACKNOWLEDGE RECEIPT OF ALL ADDENDA INFORMATION**

Addendum I \_\_\_\_\_

Addenda VI \_\_\_\_\_

Addenda II \_\_\_\_\_

Addenda VII \_\_\_\_\_

Addenda III \_\_\_\_\_

Addenda VIII \_\_\_\_\_

Addenda IV \_\_\_\_\_

Addenda IX \_\_\_\_\_

Addenda V \_\_\_\_\_

Addenda X \_\_\_\_\_

**All bids are opened at 10:30 a.m. unless otherwise indicated**

**If addenda acknowledgements are not included with the bid/proposal, the bid/proposal could be rejected. It is the bidder/proposers sole responsibility to obtain the Bid/Proposal package, from the purchasing department.**

**Bid/Proposal packet, Addenda and other information can be obtained from**

**[jhill@jacksontn.gov](mailto:jhill@jacksontn.gov) or on the City Purchasing website,**

**[https://www.jacksontn.gov/government/departments/purchasing/bids or proposals](https://www.jacksontn.gov/government/departments/purchasing/bids_or_proposals) . It is the vendor's responsibility to check the website or request the**

**addendum. Contact the Purchasing department to be included on the bid list.**

**Mail the completed form to City Hall, Attn: purchasing 115 E. Main St., Suite 202, Jackson, TN 38301.**