



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

1. The City has the right to accept the lowest and/or best proposal received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the proposer, to accept any item in the proposal.
3. **TIME OF ACCEPTANCE** If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. If a proposer discovers any ambiguity, conflict, discrepancy, or omission or other error in the RFP, it shall immediately notify the Purchasing Director of such error via email [swhite@cityofjackson.net](mailto:swhite@cityofjackson.net), and request modification or clarification of the document.
5. **DISCOUNT PERIOD** Discounts will be taken as written on the Request for Proposal.
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 and if not destroyed, will upon request be returned at the proposer's expense.
8. **SIGNATURE ON PROPOSALS** Each proposal should give the full name and business address of the proposer. Unsigned proposals will be rejected. The person signing the proposal must show his title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposals must be written with typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the proposal.
9. **BOND REQUIREMENTS** All bond requirements shall be identified in the Request for Proposal. The right is reserved to require the successful proposer to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
10. **TIME OF PERFORMANCE** The number of calendar days in which delivery will be made after receipt of order shall be stated in the proposal. When no time of delivery is stated by the proposer, it is understood and agreed that delivery is to be made within two weeks after receipt of order. Shipping should be FOB destination.
11. **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 proposer 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 proposal. It shall be the responsibility of the vendors, including vendors whose product is referenced, to furnish with the proposal 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 proposal.

12. **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.
13. **WARRANTY** State any and all guarantees or warranties that would apply to item/ product/service which you are proposing.
14. **Proposals should be submitted in duplicate, WITH ONE ORIGINAL TWO COPIES AND FLASH DRIVE.**
15. **Faxed E Mailed** proposals will not be accepted.
16. **These** specifications meet the minimum requirement.

**NO PROPOSALS WILL BE ACCEPTED AFTER THE ADVERTISED PROPOSAL OPENING TIME.**

**THE CITY RESERVES THE RIGHT TO DETERMINE THE COMPETENCE AND RESPONSIBILITY OF A PROPOSER FROM ITS KNOWLEDGE OF THE PROPOSER'S QUALIFICATIONS OR FROM OTHER SOURCES.**

**NO QUESTIONS WILL BE ANSWERED AFTER NOON, THE FRIDAY PRIOR TO INVITATION OPENING.**



## **PURCHASING DEPARTMENT**

**Effective March 19, 2013, if your proposal 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.**

**UNDER DESCRIPTION OF OPERATIONS IT SHOULD READ: CITYOF JACKSON IS NAMED AS AN ADDITIONAL INSURED WITH RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.**

### **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 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.

**All Proposers MUST submit with their proposal:**

CERTIFICATE OF INSURANCE WITH THE PROPER TYPES OF INSURANCE AS STATED ON THE PREVIOUS PAGE. IF YOU ARE THE SUCCESSFUL PROPOSER, PRIOR TO BEGINNING WORK, YOU MUST ADD THE CITY ADDITIONALLY INSURED SIGNED AFFIRMATIVE ACTION COMPLIANCE FORM  
W-9 IF NEW PROPOSER  
SIGNED IRAN DIVESTMENT ACT FORM  
FLASH DRIVE  
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER  
CHILD CRIME AFFIDAVIT  
SIGNED PROHIBITATION OF ILLEGAL IMMIGRANTS  
COMPLIANCE AFFIDAVIT  
SIGNED ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

**ANY PROPOSAL SUBMITTED WITHOUT THE ABOVE INFORMATION COULD BE REJECTED.**

Proposals are awarded based upon qualifications, experience, and knowledge. Proposals will not be opened at the proposal opening, however, the name of each proposer will be read aloud. This is to avoid disclosure of contents to competing proposers during the subsequent negotiations. Proposals will be open to public inspection once the intent to award the contract to a particular proposer is announced. Discussions may be conducted for clarifications with responsible proposers who submit proposals determined by the Purchasing Director to be susceptible to be selected. These proposers will be given fair and equal treatment relative to discussion and revision of proposals. Revisions to proposals are permitted after submission and before the intent to award to a particular proposer is announced to obtain the best and final offers. City personnel may not disclose information derived from competing proposals. The award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City of Jackson.

SUCCESSFUL PROPOSER WILL BE RESPONSIBLE FOR ALL TAXES LEVIED UNDER THE LAWS OF THE STATE OF TENNESSEE.

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 CONTRACTURAL OBLIGATIONS TO THE CITY, NOR SHALL ANY VENDOR BE AUTHORIZED TOO USE THE CITY'S TAX EXEMPTION IN SECURING SUCH MATERIALS.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint 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 proposer is not on the list created pursuant to 12-12-106. This is the Iran Divestment Act which states that the State of Tennessee must publish on the state's website, a list of people determined to be engaged in investment activities with Iran. Prohibits people on the list from contracting with the city and makes any contract entered into void.

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Questions will not be answered after noon on the Friday prior to proposal opening.

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

#### Termination for Cause

If, through any cause, the successful proposer 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 proposer shall violate 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 proposer 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 proposer 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 proposer 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 proposer covered by the Contract/Purchase Order, less payments previously made.

## Termination for Convenience

Either the City of Jackson or the proposer 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 thirty (30) days before the effective date of such termination. The proposer 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.

## Right of Renewal

At the end of each contract year, the City of Jackson shall have two one year options to renew this contract for an additional year under the same terms and conditions as the previous year. The City must give the provider notice of its intent to renew the contract no later than 30 days before the expiration of the current contract

**PUBLIC ACTS 109**  
***(Iran Divestment Act)***

*“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties 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.”*

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

\_\_\_\_\_  
Company Name (Proposer/Contractor)

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_



1. **DISQUALIFICATION OF PROPONENTS**

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 Proponent and the rejection of their Proposal:

- (a) Evidence of collusion among Proponents.
- (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

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSAL**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ ▼ being first duly sworn, deposes and says that:

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires: \_\_\_\_\_

**CHILD CRIME AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ ▼ being first duly sworn, deposes and says that:

He/She is the owner, partner, officer, representative, or agent of

\_\_\_\_\_, the Proposer that has submitted the attached Proposal;

The Proposer \_\_\_\_\_ will abide by the following if chosen as the successful proposer:

The Proposer \_\_\_\_\_ 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 Proposer to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires: \_\_\_\_\_

**PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT**

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder is in compliance.

Vendor Name (Printed) \_\_\_\_\_

Address \_\_\_\_\_

By (Authorized Signature) \_\_\_\_\_ Date

Executed \_\_\_\_\_

Printed Name and Title of Person Signing

\_\_\_\_\_

Notary public:

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My commission expires: \_\_\_\_\_

**ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

\_\_\_\_\_ Name of Applicant (hereby referred to as "The Applicant")

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.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City of Jackson.

**BY ACCEPTING THIS ASSURANCE**, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City of Jackson personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City of Jackson shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City of Jackson. In the case of real property, this assurance is binding for as long as the property is used for a purposed for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant

(Applicant)

By \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_

(Title of Authorized Official)

THIS PROPOSAL MAY BE CANCELED, OR THE ACCEPTANCE OF ANY 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 PROPOSALS 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.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL PERSONS EMPLOYED UNDER A CONTRACT WITH THE CITY, WHETHER DIRECTLY OR BY SUBCONTRACTOR, BE LEGAL RESIDENTS AND BE AUTHORIZED TO WORK IN THE UNITED STATES OF AMERICA.

IF FORWARDED BYMAIL, THE SEALED ENVELOPE CONTAINING THE BID MUST BE ENCLOSED IN ANOTHER ENVELOPE ADDRESSED AS "SEALED BID ENCLOSED"

PROPOSER MUST RETURN THE SIGNED INVITATION TO BID FORM.

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.

USE INFORMATION IN THIS PACKAGE TO SUBMIT YOUR PROPOSAL. ANY QUESTIONS SHOULD BE ADDRESSED, IN WRITING, TO SUSAN WHITE, PURCHASING DIRECTOR, EMAIL ([swhite@cityofjackson.net](mailto:swhite@cityofjackson.net)). POTENTIAL PROPOSERS MUST REVIEW THE PROPOSAL 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 PROPOSAL OPENING.

THE CITY OF JACKSON ACCOUNTING DEPARTMENT PAYS INVOICES ON THE 15TH AND 30TH OF EACH MONTH.

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

**ALL PROPOSALS 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 BIDDERS SOLE RESPONSIBILITY TO OBTAIN THE BID OR PROPOSAL PACKAGE, FROM THE PURCHASING DEPARTMENT [CCOX@CITYOFJACKSON.NET](mailto:CCOX@CITYOFJACKSON.NET) ADDENDA AND OTHER INFORMATION WILL BE POSTED ON THE CITY WEBSITE, [WWW.CITYOFJACKSON.NET](http://WWW.CITYOFJACKSON.NET) IT IS THE VENDORS RESPONSIBILITY TO CHECK THE WEBSITE, DOWNLOAD THE ADDENDA AND ACKNOWLEDGE IN THE INVITATION. MAIL THE COMPLETED FORM TO CITY HALL, ATTN: PURCHASING 115 E. MAIN ST., SUITE 202, JACKSON, TN 38301.**

**AFFIRMATIVE ACTION COMPLIANCE PROGRAM**

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.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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.

PLEASE CHECK ONE:

\_\_\_\_\_ Our Company will comply with the foregoing to the extent required by law.

\_\_\_\_\_ Our Company is exempt from the provisions of the Equal Opportunity Clause.

Date of Execution: \_\_\_\_\_

Name of Executing Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_





## **PURCHASING DEPARTMENT SPECIFICATIONS**

Purpose - The City of Jackson has issued the requests for proposals from interested auditors, who are qualified under state law and regulations, for the performance of financial and compliance audits for the City of Jackson in accordance with the requirements of the laws and/or requirements of the State of Tennessee. The auditor should document their independence and their pertinent experience with municipalities of similar size and complexity in Tennessee or other states.

The auditor shall conduct the audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Governmental Auditing Standards issued by the Comptroller General of the United States; U.S. Office of Management and Budget (OMBOMB Compliance Supplement; as well as the requirements of the laws and/or regulations of the State of Tennessee and requirements of the Comptroller of the Treasury of the State of Tennessee. The auditor shall, as a part of each written audit report, submit to the Audit Committee and to the City Council a report containing an expression of an opinion that the financial statements are fairly presented, or an opinion qualified as to certain funds or items in the financial statements, a disclaimer of an opinion and the reasons therefore, or an adverse opinion. The audit report shall state that generally accepted auditing standards were followed in the audit. In the required reporting on internal control, the auditor shall communicate any deficiencies in internal control, material weaknesses, and/or instances of noncompliance that are reportable. Non reportable conditions shall be communicated in a separate letter to the City of Jackson. The auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which they may become aware.

The auditor shall furnish copies of the audit in a quantity determined by the City of Jackson, as well as an electronic copy. The auditor shall file copies of the audit with the Comptroller of the Treasury.

The auditor shall attend audit planning and coordination meetings or conference calls. An audit exit conference will be conducted with management of the City, the Audit Committee and the audit will be presented to the public at a City Council meeting.

The auditor shall work with the City Of Jackson to establish an audit work schedule that meets the desired reporting requirements of the City of Jackson and complies with all of the audit reporting deadlines established by the Comptroller of the Treasury, State of Tennessee. Failure to comply with the reporting requirements will result in a penalty of 15% of total contract price for delays of 1 - 60 days, and 25% of total contract price for delays greater than 60 days.

All working papers and reports must be retained, at the auditors expense for a minimum of five (5) years, unless notified by the City of Jackson or Comptroller of the Treasure, State of Tennessee, of the need to extend the retention period. In addition, the auditor shall respond to the reasonable inquiries of successor auditors to review working papers relating to matters of continuing significance.

The contract will be awarded for a period of three years, with two one year options subject to the approval of the City of Jackson.

**ACKNOWLEDGE RECEIPT OF ALL ADDENDA INFORMATION**

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

**Addendum VI** \_\_\_\_\_

**Addendum II** \_\_\_\_\_

**Addendum VII** \_\_\_\_\_

**Addendum III** \_\_\_\_\_

**Addendum VIII** \_\_\_\_\_

**Addendum IV** \_\_\_\_\_

**Addendum IX** \_\_\_\_\_

**Addendum V** \_\_\_\_\_

**Addendum X** \_\_\_\_\_

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