

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 Susan White, Purchasing Director via email swhite@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, with one original and two copies.**
16. **Faxed or Emailed** bids will not be accepted.
17. These specifications meet the minimum requirement.

**NO BIDS/PROPOSALS 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 SOURCE.**



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.

UNDER DESCRIPTION OF OPERATIONS IT SHOULD READ: CITY OF 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 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.

BIDDERS MUST SUBMIT WITH YOUR BID:

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.
SIGNED INDEMNITY AGREEMENT
SIGNED AFFIRMATIVE ACTION COMPLIANCE FORM
SIGNED DRUG-FREE WORKPLACE AFFIDAVIT. THE CITY OF JACKSON'S POLICY IS LOCATED ON THE WEBSITE. WWW.CITYOFJACKSON.NET
W-9 IF NEW BIDDER
COMPLETED BUSINESS LICENSE INFORMATION
SAFETY FORM
SIGNED IRAN DIVESTMENT ACT FORM
SIGNED NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
SIGNED CHILD CRIME AFFIDAVIT
SIGNED PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT
SIGNED ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ANY OTHER FORM INCLUDED FOR SIGNATURE

ANY BID SUBMITTED WITHOUT THE ABOVE INFORMATION COULD BE REJECTED.

- SUCCESSFUL BIDDER MUST PROVIDE:

COMPLETE CERTIFICATE OF INSURANCE WITH THE CITY NAMED ADDITIONALLY INSURED.

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 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 each bidder 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.

Questions will not be answered after noon on the Friday prior to 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 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 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 thirty (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.

Right of Renewal

At the end of each contract year, the City of Jackson shall have four (4) consecutive 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 (Bidder/Contractor)

Print Name _____

Signed _____

Title _____

1. **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 Bidder.
- (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 BIDDER

State of _____

County of _____

_____ ▼ being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____,
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid 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 Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the bid Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder 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 Bidder that has submitted the attached Bid;

The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ 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.

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)

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 , 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. 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.

IT SHALL BE THE BIDDERS 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 BY MAIL, THE SEALED ENVELOPE CONTAINING THE BID MUST BE ENCLOSED IN ANOTHER ENVELOPE ADDRESSED AS "SEALED BID ENCLOSED"

BIDDER 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 BID PACKAGE TO SUBMIT YOUR BID. ANY QUESTIONS SHOULD BE ADDRESSED, IN WRITING, TO SUSAN WHITE, PURCHASING MANAGER, EMAIL swhite@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.

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 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 BIDDERS SOLE RESPONSIBILITY TO OBTAIN THE BID OR PROPOSAL PACKAGE, FROM THE PURCHASING DEPARTMENT swhite@jacksontn.gov ADDENDA AND OTHER INFORMATION WILL BE POSTED ON THE CITY WEBSITE, WWW.JACKSONTN.GOV IT IS THE VENDORS RESPONSIBILITY TO CHECK THE WEBSITE, VERIFY ADDENDA AND ACKNOWLEDGE IN THE INVITATION. MAILOR DELIVER THE COMPLETED BID TO CITY HALL, ATTN: PURCHASING 115 E. MAIN ST., SUITE 202, JACKSON, TN 38301.

INDEMNITY AGREEMENT

AGREEMENT made this _____ day of _____, 2020 between the City of Jackson, Tennessee, hereinafter called "City" and _____, hereinafter called "Indemnitor."

WHEREAS, the parties have agreed that the City will compensate Indemnitor in the amount of \$ _____ for _____.

WHEREAS, the Indemnitor, based upon the consideration of City furnishing compensation as stated, is willing to indemnify the City upon the terms and conditions and in a manner hereinafter set forth;

IT IS, THEREFORE, AGREED AS FOLLOWS:

In addition to the requirements to procure and maintain applicable insurance, the Indemnitor also, to the fullest extent permitted by law, hereby specifically and distinctly agrees to indemnify, defend, and hold harmless the City or any of its employees, officers or agents, from all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees, and from all expense in defending claims, including without limitation court costs, attorney's fees, the amount of any judgments recovered, and any other expenses resulting from claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person, and/or resulting from claims for injury to or destruction of property, including loss of use thereof, caused by, arising from, incident to, connected with or growing out of the performance or breach of the contract or the negligent acts or omissions of the Indemnitor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Proper abatement of any hazardous material, removal, and disposal of, shall be the responsibility of the bidder in accordance with local, state, and federal guidelines and regulations.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY OF JACKSON

BY: _____

INDEMNITOR

BY: _____

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

The City of Jackson has a drug and alcohol testing program for testing employees for workplace use of drugs or alcohol.

My company _____ has a drug and alcohol testing program for our employees, which is at least as stringent as the government's program.

Name: _____

Title: _____

Date: _____



PURCHASING DEPARTMENT

SPECIFICATIONS

Request for Proposals Occupational Health Services City of Jackson, TN

The City of Jackson is requesting proposals from qualified healthcare providers for certain occupational health services for City of Jackson employees.

Overview of Services Requested:

Employment related services

- Post Offer Employment Physicals: including completion of exam report.
- For Firefighters- cancer screenings per Barry Brady Act
- Hepatitis B Vaccine Series: Offered to new hire police officers, firefighters, grounds keeping crew, and janitorial staff that have not previously completed the Hepatitis B Series.
- Other: Random urine drug screens for Police, Fire Personnel, and CDL drivers; post-accident or injury drug screen- required for any City employee after MVA or injury
- OSHA Respiratory Clearance annually for some Police and all Fire, including clearance letter
- Hazmat physicals
- Annual Flu Vaccine
- Reporting: Be able to provide monthly reports to track utilization and services provided.

Please list price per service in amount column and any comments you wish. If service cannot be provided, please note as "unable to provide".

Service	Additional info	approx # per year	Fee Per Service	Fee times appr number per year
Proper clearance letters and/ or forms will need to be provided for certain testing.				
Urine drug screen- 10 panel	random, post injury, post accident-no injury	400		
Post offer employment physical (regular)	Urine Drug Screen, Urinalysis, RPR, Vision Screening, Audiometry	15		
Post offer employment physical (Police Officer)	Urine drug screen, Urinalysis, RPR, EKG, HEP B Titer, TB Skin Test, Vision Screening, Audiometry	25		
Post offer employment physical-Firefighter (includes BBA screenings)	Urine drug screen, Urinalysis, EKG, HEP B Titer, TB Skin Test, Vision Screening, Audiometry RPR, PSA, CBC, CMP	10		
HEP B Vaccine Series	offered to new hire police officers, firefighters, groundskeeping crew, and janitorial staff that have not previously completed the Hep B Series	10		
HEP B Titre	If not done at post offer employment physical			
HazMat Physicals	UA, CMP, CBC, PSA, Chest Xray, EKG, Spirometry, Audiometry	40		
Bomb Physicals	UA, CMP, CBC, PSA, ChestXray, EKG, Spirometry, Audiometry	5		
Meth Physicals	UA, CMP, CBC, PSA, Chest Xray, EKG, Spirometry	16		
OSHA Respiratory Questionnaire Review	https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.134AppC https://www.osha.gov/Publications/OSHA3789info.pdf	185		
OSHA Respiratory Follow Up Exam	when required per OSHA respiratory questionnaire guidelines for vitals and PFT	50		
Barry Brady Act Annual Office Visit	Annual cancer screening for all Firefighters that opt in to the Act. PSA test, plus CBC, UA, CMP, & Fecal Occult to screen for following cancers: Non Hodgkin's Lymphoma, Multiple Myeloma, Colon Cancer & Physical exam to screen for skin cancer- Referrals then given if necessary	175		
Annual Flu Vaccine	to be done on site at a city facility 3 days per year, approx 2 hours each day	200		
OJI Office Visits	Initial treatment and possible follow up of minor on the job injuries	75		

Total fee per service: \$

Total fee per approximate total per year: \$

Comments on any item:

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.