

REQUEST FOR PROPOSALS

Fiscal Year-End Financial Consulting Services

for the

City of Spring Hill



Issue Date: April 12, 2024

Deadline: May 15, 2024 @ 2:00pm

City of Spring Hill
Attn: April Goad, City Recorder
P.O. Box 789 / 199 Town Center Parkway
Spring Hill, TN 37174
(931) 486-2252 / www.springhilltn.org

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Introduction

The City of Spring Hill is seeking proposals from professional firms or individuals qualified to offer fiscal year-end financial consulting services to the City of Spring Hill beginning with the FY24 Audit.

It should be noted that this RFP is not for performance of the City's fiscal audit or preparation of the City's external financial report. The City's fiscal audit and preparation of the external financial report will continue to be prepared by the contracted auditor.

Schedule Of Procurement Activities

RFP Issued	April 12, 2024
RFP Questions Accepted Until	April 30, 2024 @ 2:00 p.m.
Addendum (if necessary)	May 1, 2024
Proposal Submission Deadline	May 15, 2024 @ 2:00 p.m.
Interviews (if needed)	Week of May 20, 2024
Anticipated Awarding of Contract	Week of June 3, 2024

Background

The City's population is currently estimated at approximately 60,000 people. The City operates under the Board of Mayor and Aldermen form of government with an eight-member board and an annual budget of approximately \$100 million.

Several years of the City's Annual Operating Budgets and Annual Financial Reports may be found on the City's website at <https://www.springhilltn.org/158/Finance>

Proposal Information

Firms should completely read the requirements and description of this proposal. All inquiries concerning this RFP should be submitted in writing via email to Debra Dutcher, CPA, MSA, CMFO at ddutcher@springhilltn.org.

Deadline for questions is 2:00pm on Tuesday, April 30, 2024. All responses to inquiries, as well as changes in scope or instructions, will be in the form of a written addendum posted to the City's website (www.springhilltn.org). All addendums must be recognized on the appropriate enclosed form.

Please refer to *General Terms & Conditions* for submittal address, address format and other pertinent submittal information. All proposal information should be contained in the material submitted.

Scope of Services

- The chosen vendor will provide general fiscal year-end consulting and advisory assistance, primarily through the preparation of supporting documentation to make ready for the City's fiscal audit performed by contracted auditor. Expected activities will include:
- For all significant balance sheet accounts, comparing balances per the trial balances to supporting documentation; preparing supporting schedules; and proposing adjustments as necessary.
- Reconciling of beginning fund balances to audited financial statements and proposing adjustments as necessary.
- Preparing reversing entries for prior year accruals.
- Preparing adjusting entries for current year accruals based on supporting documentation summarized in

spreadsheets or other appropriate formats acceptable to the auditors. This activity includes working with City Staff to gather needed detailed support to use in the preparation of schedules.

- Performing reconciliations of federal and state funding of disbursements to trial balances.
- Assisting staff as needed with recording to the depreciation system all the asset additions and disposals.
- Preparing adjustments for debt service payments so that long-term debt transactions are properly reported. It should be noted that the city currently contracts financial advisement from Cumberland Securities
- Obtaining both downloadable data from the Tennessee Retirement System (TCRS) and GASB 68 data from the City to assist with the calculation of net pension liability and deferred amounts.
- Obtaining Other Post Employment Benefit (OPEB) actuarial valuations from the City and TCRS to assist with the calculation of net OPEB liability and deferred amounts.
- Assisting the City with summarizing lease and subscription-based Information Technology assets.
- Inquiring of City Staff as to whether there are any known transactions that may not have been recorded properly and proposing adjustments as needed.
- Preparing documentation of all activities, adjustments, and procedures performed for later use by the City's auditors.
- Assisting with the implementation of statements issued by the Financial and Governmental Accounting Standards Board in coordination with the City's auditors.
- Assisting the City with any GASB pronouncements for both existing and upcoming GASB statements.
- Assisting with the training of City Staff on the above-listed procedures as may be necessary.
- Offering additional accounting or other services as deemed necessary to prepare for the City's financial audit. These services should be agreed upon during contract negotiations, but as situations arise, the consultant should exercise flexibility to incorporate other tasks and activities into this scope of work as deemed necessary by the City.

Additional Responsibilities of Consultant

- Consultant will provide City Staff with a detailed list of what information is needed from the city, including but not limited to specific schedules, general ledger reports, and procurement reports. This list should be given to City Staff early in the process and should be accompanied by a reasonable due.
- Consultant will make periodic reports to the city to mark progress and to alert City Staff of any problems encountered along the way.
- Consultant will provide journal entries to City Staff in a standard format for easy entry into City's Tyler Technologies accounting software system.
- Consultant will coordinate with Finance Staff to ensure completion of this scope prior to the auditors' scheduled fieldwork.
- Consultant will maintain and safeguard the confidential nature of any sensitive information encountered while undertaking the activities of this scope.

Responsibilities of City

- City will maintain responsibility for establishing and maintaining an effective accounting and internal control system, as well as the maintenance and accuracy of all books and records as they are, and will continue to be, the property of the City.
- City Staff will make Consultant aware of any unusual or infrequent transactions so that transactions may be properly recorded.
- The city will provide access to both manual and electronic records as needed for the vendor to perform the duties listed herein.
- The city will provide adequate workspace and broadband access for vendor's onsite work activities.

Requirements

- Proposer must certify that the firm is in good financial standing.
- Proposer must certify that staffing levels and contractual workloads are sufficient to provide high-quality, efficient, and timely services to the City of Spring Hill.
- Proposer must certify that the lead individual assigned to City of Spring Hill is a Certified Public Accountant (CPA).
- Proposer must certify the firm's knowledge of and experience with all GASB statements applicable to City of Spring Hill.
- Proposer must include resumes of all staff members assigned to City of Spring Hill.
- Proposer must document the firm's history of performing similar work for local governments in Tennessee.

Format of Response

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages:

Letter of Transmittal

- Briefly outline the Vendor's understanding of the work that shall be submitted along with proposals, timelines, and other information on how the firm plans to accomplish the tasks of this solicitation. The transmittal letter should also include general information regarding the firm and individuals involved.

Vendor Profile & References (Form A)

- Provide general information regarding the vendor, including three (3) references for whom similar work has been performed. Preference will be given to vendors with referenced projects, most like the scope of work being requested by City of Spring Hill. References will be contacted, so please verify information before submitting.

Offeror Certification Statement (Form B)

- Provide an authorized signature certifying the firm's response to the RFP.

State Corporation Commission Form (Form C)

- Provide information on type of business entity.

Insurance Checklist (Form D)

- Provide assurance that required insurance minimums can be met. Note that actual Certificate of Insurance is not required at this point but will be required of chosen firm.

Non-Collusion Statement (Form E)

- Provide certification that your proposal has been submitted in good faith and without collusion. Also, certify that your firm is not barred from doing business with City of Spring Hill or the State of Tennessee.

Acknowledgement of Addenda (Form F)

- Provide the number and dates of any/all addendums to the original RFP.

Subcontractor Form (Form G)

- Provide information on subcontractors to be used. If none are to be used, circle NO at the top.

General Terms and Conditions (Form H)

- These are the legal terms and conditions of the City and shall become part of the expected contract.

Costs (Form I on Page 29)

- All services required of the vendor by this RFP shall be included in the total price.

Acceptance

The City reserves the right to accept or reject any or all proposals and waive formalities or irregularities in the process. A proposal, once submitted, shall be deemed final and binding on the Vendor, and shall constitute an option with the City of Spring Hill to enter into contract upon the terms set forth in the proposal. All proposals must be valid for 60 days from the proposal due date.

Proposal Clarification Questions

After reviewing all proposals received in response to this RFP, City of Spring Hill may develop a list of clarification questions to be addressed by the Firm. The city will send these questions to the Firm for clarification. The Firm shall provide a response within three (3) working days following receipt of the

inquiry.

Evaluation Criteria

This RFP is not meant to favor any Firm. Instead, it is designed to meet the needs of the City of Spring Hill. The proposals will be evaluated based on the Firm's qualifications, technical merit, cost, and references. Failure to provide any requested information may result in disqualification of the proposal.

In awarding the contract, the City may take into consideration the Firm's skill, facilities, capacity, experience, responsibility, previous work record, financial standing, the necessity of prompt and efficient completion of work described in the proposal documents or other factors the City considers relevant. Inability of Firm to meet these conditions may be cause for rejection of the proposal.

Firms may partner with others to achieve the requested items; if partnering with others, only one company must be identified as the proposing firm for this proposal.

The following criteria will be utilized when evaluating proposals:

- Qualifications
- Comprehensiveness and organization of proposal
- Innovation
- Competitive advantages
- Training provided
- Support provided
- Tools provided
- Plan for future
- Cost

Proposals will be scored as follows:

- | | |
|---|-----------|
| ▪ Ability to meet requirements found herein | 20 points |
| ▪ Ability to follow instructions (required forms, etc.) | 20 points |
| ▪ Prior experience & References | 20 points |
| ▪ Price | 20 points |
| ▪ Presence of new ideas or thoughts | 10 points |
| ▪ Clear and responsive content | 10 points |

If interviews are granted, they will be scored as follows:

- | | |
|----------------------------------|-----------|
| ● Quality of presentation | 20 points |
| ● Information presented | 20 points |
| ● Understanding of Scope | 20 points |
| ● Answers to interview questions | 20 points |
| ● Team assembled | 20 points |

Contract Length and Terms

The contract resulting from this RFP shall initially be for a term of three (3) years, subject to annual renewal contingent upon satisfactory consultant performance. Upon mutual agreement between both parties, up to two (2) additional one-year renewals may be granted, extending the maximum contract length to five (5) years.

The resulting contract shall incorporate the original RFP, any addendums, and the vendor's proposal in response to the RFP.

Billing and Payment Terms

Payment terms are Net 30.

Cooperative Procurement – “Rider Clause”

This solicitation is being conducted on behalf of other public bodies pursuant to Section 2.2-4304 of the Tennessee Public Procurement Act (Title 12, Chapter 3, Part 1, Sections 101 through 308.). The resultant contract(s) may be extended by a contracting firm(s) to other public bodies at the stated contract prices, in accordance with the contract terms. It is each contracting firm's responsibility to notify other jurisdictions of the availability of contract(s).

Any jurisdiction “riding” the resultant contract(s) may enter into its own contract with the successful firm(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction. The city of Spring Hill will not be held liable for any contract between a contracting firm and another jurisdiction.

THIS AREA INTENTIONALLY BLANK

FORM A-VENDOR PROFILE & REFERENCES

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in a determination that your bid/proposal/quote is not acceptable.

1. Bidder's Primary Contact:
Name: _____ Phone: _____
Email: _____

2. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: _____ Years.

3. SCC # _____

4. Have you or any representative within your organization ever been debarred from submitting bids or proposals on contracts by the City of Spring Hill? _____

5. Have you or any representative within your organization ever been debarred from submitting bids or proposals on contracts by an agency, public entity/locality, or authority of the State of Tennessee? _____

6. Indicate three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services:

A. Company: _____

Contact: _____
Phone: _____ Email: _____
Project: _____
Dates of Service: _____ \$Value: _____

- B. Company: _____

Contact: _____
Phone: _____ Email: _____
Project: _____
Dates of Service: _____ \$Value: _____

- C. Company: _____

Contact: _____
Phone: _____ Email: _____
Project: _____
Dates of Service: _____ \$Value: _____

7. Qualification: By signing below, vendor certifies that the above information is true and accurate to his/her knowledge and that his/her company has the capability and capacity to satisfy all the contractual requirements.

Signature

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM B-OFFEROR CERTIFICATION STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this procurement and hereby submits this bid, proposal or quote pursuant to the instructions found within.

Printed Name of Authorized Person Submitting Bid/Proposal/Quote

Printed Title of Authorized Person Submitting Bid/Proposal/Quote

Signature of Authorized Person Submitting Bid/Proposal/Quote

Date

SUBSCRIBED AND SWORN TO before me

by the above named _____

on the _____ day of _____, 20____

(Notary Signature)

Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM C-STATE CORPORATION COMMISSION (SCC) FORM

The Bidder/Offeror/Contractor:

___ is a corporation or other business entity with the following TN Secretary of State registration number and Federal Identification Number:

OR

___ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

OR

___ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Tennessee (not counting any employees or agents who merely solicit orders that require acceptance outside Tennessee before they become contracts, and not counting any incidental presence of the Offeror in Tennessee that is needed in order to assemble, maintain, and repair goods in accordance with the contract by which such goods were sold and shipped into Tennessee from Offeror's out-of-state location)

OR

___ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's contracts with Tennessee and describes why those contacts do not constitute the transaction of business in Tennessee within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Tennessee

OR

___ has not completed any of the foregoing options but currently has pending, an application for authority to transact businesses in the State of Tennessee and wish to be considered for a waiver to allow you to submit the identification number once issued (City of Spring Hill reserves the right to determine in its sole discretion whether to allow such waiver)

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM D-INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	Worker's Compensation and Employers' Liability; Admitted in Tennessee Employers' Liability All States Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the State of TN Yes \$100,000/\$500,000/\$100,000 Statutory
X	Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Contractor
X	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	\$1,000,000
	Other Insurance:	
X	City of Spring Hill P.O. Box 789 Spring Hill, TN 37174 "named as an additional insured on A General Liability Policies. (This coverage is primary to all other coverage the city may possess and must be shown on the certificate.)	
X	30-day written cancellation notice required, 15-day cancellation notice required for non-payment to Spring Hill, City– Ref. Code of Tennessee Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
X	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Name & Title

Signature

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM E-NON-COLLUSION STATEMENT

The party making the foregoing quote hereby certifies that such quote is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City or any person interested in the proposed contract; and that all statements in said bid, proposal or quote are true.

By signing this quote, the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of City of Spring Hill or the State of Tennessee. Offeror also certifies by signing this quote that no conflict of interest exists between Contractor and the City that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the City. The undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation to Bid and hereby submits this bid pursuant to such instructions and specifications, without exception.

Name & Title

Signature

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM F-ACKNOWLEDGEMENT OF ADDENDA

The Bidder/Offeror/Contractor acknowledges that (number) _____ addenda were issued to the original procurement.

The dates of the addenda are listed below. ***If no addenda were issued, please leave blank but sign and date at the bottom.***

Addenda #1: (Date) _____

Addenda #2: (Date) _____

Addenda #3: (Date) _____

Addenda #4: (Date) _____

Addenda #5: (Date) _____

Print Name of Authorized Person Submitting Proposal

Print Title of Authorized Person Submitting Proposal

Signature of Authorized Person Submitting Proposal

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM G-SUBCONTRACTOR FORM

Do you plan on using subcontractors to perform the work required of this contract? Circle **Yes or No**

If yes, please list each subcontractor below. Use additional sheets as necessary.

Company Name: _____

Address: _____

TN Contractor #: _____ Expiration Date: _____

Contact Person: _____ Contact Phone: _____

Contact Email: _____

Company Name: _____

Address: _____

TN Contractor #: _____ Expiration Date: _____

Contact Person: _____ Contact Phone: _____

Contact Email: _____

Company Name: _____

Address: _____

TN Contractor #: _____ Expiration Date: _____

Contact Person: _____ Contact Phone: _____

Contact Email: _____

Company Name: _____

Address: _____

TN Contractor #: _____ Expiration Date: _____

Contact Person: _____ Contact Phone: _____

Contact Email: _____

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM H-GENERAL TERMS & CONDITIONS

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the City of Spring Hill Finance Director unless otherwise specified. The City of Spring Hill Finance Director is responsible for the purchasing activity of the City of Spring Hill, but the contract must be approved by the Spring Hill Board of Mayor and Aldermen. The term "City" as used herein refers to the contracting entity which is the signatory on the contracts for City of Spring Hill, a political subdivision of the State of Tennessee. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals/quotes: failure to do so will be at the Bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error. Subject to all Federal, State, and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals/quotes on all solicitations issued by the Finance Director will bind Bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation. The contract is subject to appropriations by the City.

1. **AUTHORITY:** According to the Procurement Procedures Manual, the City of Spring Hill purchasing system shall operate under the direction of the Finance Director. Unless specifically delegated by the Finance Director, no other City officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the City for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the City shall not be bound thereby.

The Finance Director responsible for this solicitation is Debra Dutcher, CPA, MSA, CMFO, City of Spring Hill Finance Director. Email: ddutcher@springhilltn.org

2. **COMPETITION INTENDED:** It is the City's intent that this solicitation permits competition. It shall be the Bidder's/Offeror's responsibility to advise the Finance Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Finance Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals/quotes.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** - If any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the Finance Director whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Office. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of bids/quotes/receipt of proposals.
4. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal/quote on the official City form provided for that purpose shall be a cause for rejection of the bid/proposal/quote. Unauthorized modification of, or additions to, any portion of the Invitation to Bid, Request for Proposal, or Request for Quote may be cause for rejection of the bid/proposal/quote. However, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid/proposal/quote which has been modified.
5. **LATE BIDS, PROPOSALS OR QUOTES & MODIFICATION OF BIDS, PROPOSALS OR QUOTES:** Any bid/proposal/quote/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/quote/modification is considered a late bid/proposal/quote/modification. The city is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers, or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal/quote/modification reaches the Purchasing Office by the designated date and hour.
 - a. Understanding that most cell phones clocks are within 15 seconds of one another, the official timepiece for the receipt of bids/proposals/quotes is the clock on the Finance Director's phone.

- b. Late bids/proposals/quotes/modifications will not be considered.
 - c. If the City closes its offices due to inclement weather, scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **IDENTIFICATION OF PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Tennessee Freedom of Information Act. However, for this information to be protected from disclosure, the Offeror must specifically invoke the protections of Sec. 2.2-4342, Code of Tennessee, 1950, as amended, or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Offeror must clearly identify any part of its proposal considered to be protected as a trade secret or as proprietary information and must state the reasons why protection is necessary.
- a. Any Offeror shall identify a trade secret or proprietary information by clearly stating “Trade Secret” or “Proprietary Information” adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Offeror shall state the reasons why protection is necessary on a separate page of the proposal.
 - b. Any Offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to City of Spring Hill’s ultimate award of the contract.
 - c. The City reserves the right to contact an Offeror and to request that the Offeror explain or clarify why the Offeror identified certain information as a trade secret or as proprietary information.
 - d. Any Offeror shall not identify as trade secret or proprietary information their complete proposal.
7. **WITHDRAWAL OF BIDS, PROPOSALS OR QUOTES:**
- a. Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal/quote under the following circumstances:
 - 1. Bids/proposals/quotes may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals/quotes but prior to award shall be transmitted to the Finance Director, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the City may exercise its right of collection.
 - c. No bid/proposal/quote may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/proposal/quote of the same Bidder/Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent. In the case of Invitation for Bid’s, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder/Offeror who, is permitted to withdraw a bid/proposal/quote shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
8. **ERRORS IN BIDS, PROPOSALS OR QUOTES:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals/quotes must be initialed by the Bidder/Offeror. Carelessness in quoting prices, or in preparation of a bid or proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

9. **IDENTIFICATION OF BID, PROPOSAL OR QUOTE IN ENVELOPE:** The signed bid, proposal response or quote and any requested copies should be returned in an envelope or package, sealed, and identified with the following information:

**City of Spring Hill
Attn: April Goad
P.O. Box 789 (if mailed by U.S. Postal Service)
199 Town Center Parkway (if hand-delivered or by courier)
Spring Hill, TN 37174**

**Title in lower left corner
Bid/proposal/quote due date and time in lower left corner**

If a bid/proposal/quote is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal/quotes to be disqualified. No other correspondence or other proposals should be placed in the envelope. Bids/proposals/quotes may be delivered by hand, by US Mail or by a common carrier. No faxes, emails or other electronic submissions will be accepted unless specified in the original procurement.

10. **ACCEPTANCE OF BIDS, PROPOSALS OR QUOTES:** Unless otherwise specified, all formal bids/proposals/quotes submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance. At the end of the sixty (60) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
11. **CONDITIONAL BIDS OR QUOTES:** Conditional bids or quotes are subject to rejection in whole or in part.
12. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations will be available upon request by any Tennessee resident.
13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the City's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the City's Bidder's List.
14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid or quote is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid or quote directly for the work, materials, or supplies.
15. **TAX EXEMPTION:** The City is exempt from the payment of any federal excise or any Tennessee sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
16. **DEBARMENT STATUS:** By submitting their bids or proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by City of Spring Hill, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by City of Spring Hill or any agency, public entity, locality, or authority of the State of Tennessee.
17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in the Tennessee Public Procurement Act as set forth in the 1950 Code of Tennessee, as amended, shall be applicable to all contracts solicited or entered into by the City. By submitting their bids/proposals/quotes, all Bidders/Offerors certify that their bids/proposals/quotes are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official

responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal Value, present or promised, unless consideration of substantially equal or greater Value was exchanged.

18. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any City representative or employee, other than the Finance Director, after the date and time established for receipt of bids or proposals. Any contact initiated by a Bidder/Offeror with any City representative, other than the Finance Director, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

SPECIFICATIONS

19. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the bidder will be required to furnish articles in conformity with that specification.
20. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- a. The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
21. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

22. **AWARD OR REJECTION OF BIDS, PROPOSAL OR QUOTES:** The Spring Hill Board of Mayor and Aldermen shall award the contract to the best responsive and responsible bidder complying with all provisions of the RFP, provided the bid price is reasonable and it is in the best interest of the city to accept it. Awards made in response to an RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the city taking into consideration the evaluation factors set forth in the RFP. The City of Spring Hill reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals/quotes and to waive any informality in bids/proposals/quotes received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the city. The Finance Director also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
23. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Finance Director will make notification by email. Award results may be viewed upon request.
24. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The City further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of such Bidder/Offeror fails to satisfy the City that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
25. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Unless canceled or rejected, a responsive bid or quote from the lowest responsible bidder shall be accepted as submitted, except that if the bid or quote from the lowest responsible bidder exceeds available funds, the public body may negotiate with the apparent low bidder to obtain a contract price within available funds.

26. **TIE BIDS:** In the case of a tie bid or quote, the city may give preference to services produced in the City of Spring Hill or provided by persons, firms or corporations having principal places of business in the city. If such a choice is not available, preference shall then be given to goods and services produced in the State pursuant to the Code of Tennessee. If no City or State choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

27. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of Tennessee, and any litigation with respect thereto shall be brought in the Circuit Court of City of Spring Hill, Tennessee. The Contractor shall comply with applicable federal, state, and local laws and regulations.
28. **TENNESSEE STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Tennessee with the Tennessee Secretary of State as required by Tennessee Code Annotated, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the State to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.
29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids and quotes, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
30. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the city all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and City of Spring Hill, relating to the particular goods or services purchased or acquired by the City under said contract. Consistent and continued tie bidding could cause rejection of bids by the Finance Director and/or investigation into Anti-Trust violations.
31. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed, and accepted shall be submitted by the Contractor directly to the department responsible for initiating the purchase order/contract. All invoices shall show the contract number, and any federal employer identification number, and must have department head approval.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment of less than 30 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. If agreed to by the City in advance, the Contractor may issue incremental invoices at major completion points in the project.
32. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the city and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain

unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the city.

- c. Individual contractors shall provide their social security numbers and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers.

- 33. **ASSIGNMENT OF CONTRACT:** A contract shall not be assigned by the Contractor in whole or in part without the written consent of the Finance Director.
- 34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- 35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals/quotes, Bidders/Offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Tennessee Fair Employment Act of 1975, as amended, where applicable, the Tennesseans with Disabilities Act, the Americans with Disabilities Act, and those applicable Sections of the *Tennessee Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000 the provisions in A and B below shall apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- b. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The City may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to

be performed, the method of packing or shipment, and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the Contractor's records and/or determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

- c. No modification for a fixed price contract may be increased by more than 10% without the advanced written approval of the Board of Mayor and Aldermen as applicable.

37. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the City, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the City in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

38. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to:

- (i) provide a drug-free workplace for the contractor's employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

- (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days’ advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: If the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the City for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. However, pursuant to paragraph 32 of these General Conditions, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled by the first day of May of the subsequent fiscal year.

40. **DISCLOSURES:**

- a. All documents submitted to the City of Spring Hill that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.
- b. The City of Spring Hill will not discriminate in the purchase of all goods and services based on race, color, religion, sex, national origin, age, disability, or any other lawfully protected classification.
- c. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed in the best interest of the City of Spring Hill.
- d. In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the selected Consultant cannot be currently engaging in, and will not for the duration of the contract, engage in a boycott of Israel.

41. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Tennessee Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the State of Tennessee to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. Spring Hill City acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

- a. It is the awarded vendor’s responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

- b. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
 - c. Spring Hill City shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.
42. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the City, whichever is sooner. The agency, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.
43. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Finance Director. If the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Finance Director the names, qualifications, and experience of their proposed subcontractors. Notwithstanding any approval by the City permitting subcontracting, the Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
44. **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs associated with the work.
 - b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the State of Tennessee, issued by the Department of Labor and Industry under Title 40.1 of the Code of Tennessee shall apply to all work under this contract.
 - c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the city's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the City. He shall adequately protect adjacent property to prevent any damage to it or loss of use. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
 - d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the City, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the City, he shall act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph 35 of the General Terms and Conditions.
45. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the City's satisfaction at the Contractor's expense.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be

marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 4:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been made previously with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays, and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to ensure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after the date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
48. **INSPECTIONS:** The City reserves the right to conduct any test and/or inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery to the destinations specified herein unless otherwise stated. If inspection is made after delivery at destination herein specified, the City will bear the expense of inspection except for the Value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud, or such gross mistakes as to amount of fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by Purchasing when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for an extension of time of delivery from that specified must be approved by the Finance Director, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the City must be shipped to the address listed above unless otherwise stated in the contract. The materials must be delivered to the “Ship To” address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by Purchasing, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the City.

BIDDER/CONTRACTOR REMEDIES

52. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by Spring Hill City, shall submit such protest in writing to the City Administrator (if the award or decision to award was made by City of Spring Hill), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The City Administration shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph should be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.

53. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the City Administrator (if the claim is against City of Spring Hill) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claim will be made by the Board of Mayor and Aldermen (if the claim is against the City of Spring Hill Government) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of Board of Mayor and Aldermen (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Mayor and Aldermen (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Tennessee. Failure of the Board of Mayor and Aldermen to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Mayor and Aldermen (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Tennessee has been established for contractual claims under this contract.

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PLEASE RETURN THIS ENTIRE FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM I-COSTS

Following the requirements of this RFP, including the General Terms and Conditions and any subsequent addendums, all of which have been incorporated into and made part of the RFP,

(Company) _____

agrees to perform all work as described in RFP for the following monetary considerations:

Total Amount (\$)

Printed Name	
Signature	
Title	
Date	

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE