City of Maryville
Purchasing Department
406 W Broadway Ave Maryville,
TN 37801-4710

MANDATORY COVER PAGE

Invitation To Bid 2027-08
Bulk Motor Oil and Fluids
Due November 20, 2026 @ 2:00 p.m. eastern time

Purchasing Contact:
Lee Paine
Buyer and Strategic Sourcing Specialist
Phone: 865-273-3332
Email: jlpaine@maryville-tn.gov

PLEASE TYPE or PRINT CLEARLY

Company:_____

City:_____ State: _____ Zip: _____

Contact Person:_____ Telephone Number:_____

Email Address:_____

Communication regarding this Invitation to Bid (ITB) is limited to the Buyer listed above. After the date and time that the vendor receives this solicitation, any contact initiated by any respondent or other party interested in responding to this solicitation with any City representative, other than the Purchasing representative listed herein, concerning this solicitation is strictly prohibited. Any such unauthorized contact may cause the disqualification of the respondent from this procurement transaction.

All data and documentation to be submitted as part of this solicitation shall become the property of the City of Maryville, Tennessee. After a contract is executed, all qualifications, responses, documents, and materials submitted shall be considered public information and will be made available for inspection in accordance with the Tennessee Public Records Act.

In order to be considered, all responses must be signed by a representative legally authorized to bind the company. (Please sign below in blue ink.)

I, the undersigned, hereby authorize the submittal of this bid:

_____
Representative (printed name)

_____
Representative Title

_____
Representative Signature

_____
Date

(This page must be signed and returned with your submittal)

DIRECTIONS FOR SUBMISSION:

The ITB opening will be held on ***November 20, 2026 at 2:00 p.m. Eastern Time*** in the purchasing office of the City of Maryville Operations Center. All ITB submittals must clearly include the Proposer's Name, ITB Number, ITB Title and ITB Closing Date. Submissions received after the due date and time will be rejected and marked "Received too Late for Consideration" and will not be opened or returned.

Responses must be SUBMITTED VIA EMAIL to COMsealedbid@maryville-tn.gov; the title in the subject line of the email shall be "2027-08 ITB Submission Bulk Motor Oil and Fluids."

Do not copy any City of Maryville representative in your submission to the above referenced email address or send responses directly to any City of Maryville representative other than the email address provided above.

In the alternative you may submit a paper response to:
Attention: Lee Paine ITB 2027-08
332 Home Ave
Maryville, TN 37801

The City of Maryville will receive **electronically or hard copy submitted bids** until 2:00 p.m. Eastern Time, November 20, 2026, for Bulk Motor Oil and Fluids. The bid opening will be held in the Operations Center Purchasing Office located at 332 Home Avenue, Maryville, Tennessee 37801.

- **Question Deadline:** Prospective respondents must submit questions concerning this solicitation as per Section 1 of the Terms and Conditions of this Solicitation by November 12, 2026 @ 12:00 p.m. All questions must be emailed to Lee Paine at jlpaine@maryville-tn.gov. Questions received after the deadline will neither be considered nor answered.

- **Consideration for Award:** In order for a proposal to be deemed responsive (i.e.: complies with all requirements listed in the solicitation and their submittal will be included in the evaluation process), they must:
    - Refer to the specification details included in the proposal and respond accordingly.
    - PRICING MUST BE SUBMITTED USING THE MANDATORY BID PRICING SHEET.
    - All other mandatory pages must be completed, scanned, and uploaded/submitted as a single PDF file.

EVALUATION CRITERIA: Award will be based on Best Value. Best value means more than low cost. It includes cost, technical service quality, experience, qualifications and other factors detailed herein. This proposal will be evaluated using the following criteria:

Cost	80 Points
Lead Time	20 Points

CONTRACT TERMS AND RENEWAL:

- Term of Contract: The City intends to issue a one (1) year award. Upon the mutual agreement of each vendor and the City, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

- Pricing:
    - Due to the nature of the products required in this solicitation, the City will allow the successful bidder(s) to request a price increase every six (6) months through the duration of the Contract. Any requests for price adjustments must be received no later than the first day of the month prior to the beginning of the next six (6) month period. For example, if the Contract period is January 1, 2027 - December 31, 2027, any requested price increases must be received no later than June 1, 2027, for the next six (6) month period (July 1 – December 31).
    - If a requested price increase is not received within the stated timeframe, no increase will be given.
    - Contractor will not be granted price increases at any other time during the Contract terms. Price

increases will only be considered at the renewal periods.

- Price increase requests shall include at a minimum:
  - The cause for the adjustment.
  - The amount of the change requested with written documentation tied to the Producer Price Index (PPI) to support the requested adjustment.
- The City reserves the right to:
  - Accept, negotiate, or reject any requested price increase;
  - Re-solicit the contract if pricing is deemed unreasonable.

- **Termination for Convenience:** The City may terminate this Contract, in whole or in part, at any time for their convenience upon thirty days' written notice to the supplier. The supplier shall be compensated only for goods and/or services delivered and/or provided and accepted by the City prior to the effective date of the termination.

Technical Specifications

1. Technical Specifications:

SPECIFICATIONS: References to brand names and/or trade names are to establish the minimum requirements for this material purchase. All oil must be DEXOS Approved.

1. **10W30 Diesel CK4** - Bulk 275 Gallon Tank- Serviced on Demand
2. **Hydraulic Fluid –** AW-68-Bulk 275 Gallon Tank- Serviced on Demand
3. **DEF Fluid-**Bulk 330 Gallon Tank- Serviced Biweekly
4. **5W30 Synthetic Blend**- 55 Gallon Drum
5. **5W20 Synthetic Blend-**55 Gallon Drum
6. **0W20 Full Synthetic-** 55 Gallon Drum
7. **10W30 Diesel CK4-** 55 Gallon Drum
8. **15W40 Diesel CK4-**55 Gallon Drum
9. **Transmission Fluid**- Allison Approved 55 Gallon Drum
10. **Engine Coolant-**Pre Mix of “All Makes All Models” 55 Gallon Drum

Pricing

PRICING: Suppliers must complete the pricing listed below and submit the forms with their response. Failure to do so may result in your bid being deemed non-responsive. Pricing must be inclusive of all delivery, set up, transfer of material, regulatory, environmental, and any other fees associated with this purchase. No additional fees will be paid. Written approval must be received prior to products being delivered and/or work being scheduled or completed.

Company Name: _____

ITEM	DESCRIPTION	QUANTITY	Estimated Annual Usage	Price	LEAD TIME
1	10W30 Diesel CK4	Gallon-Bulk Tank	**1,000 Gallons**	**$**	
2	Hydraulic Fluid – AW-68	Gallon-Bulk Tank	**750 Gallons**	**$**	
3	DEF Fluid	Gallon-Bulk Tank	**4,000 Gallons**	**$**	
4	5W30 Synthetic Blend	55 Gallon	**150 Gallons**	**$**	
5	5W20 Synthetic Blend	55 Gallon	**300 Gallons**	**$**	
6	0W20 Full Synthetic	55 Gallon	**300 Gallons**	**$**	
7	10W30 Diesel CK4	55 Gallon	**350 Gallons**	**$**	
8	15W40 Diesel CK4	55 Gallon	**300 Gallons**	**$**	
9	Transmission Fluid	55 Gallon	**110 Gallons**	**$**	
10	Engine Coolant	55 Gallon	**400 Gallons**	**$**	
	TOTAL PRICE			**$**	

Authorizing Signature: _____

QUANTITIES: The quantities listed are only estimates based on previous usage amounts. The City does not guarantee to purchase any given quantity and shall not be obligated to purchase any excess stock carried by the vendor at the end of the contract.

Terms And Conditions of this Solicitation

1. ADDENDA: No modifications to the solicitation shall be binding upon the City of Maryville, Tennessee (City) unless made by formal addendum by an authorized representative of the City of Maryville Purchasing Department. Solicitation addenda, if issued, are posted on the City's website: https://www.maryvillegov.com/bid-opportunities.html.

Prior to submitting a response to this solicitation, it is the responsibility of the respondent to ascertain that they have received all addenda issued and respond accordingly. Addenda issued later than 48 hours prior to solicitation deadline, excluding weekends and legal holidays, will result in the solicitation deadline being extended.

2. AVAILABILITY OF REQUESTED ITEMS: Respondent must accept responsibility for verifying availability of specified items prior to submission of a response. If specified items are discontinued, replaced or will not be available for an extended period of time, respondent shall notify the City no less than 96 hours prior to the solicitation deadline, excluding weekends and legal holidays.

3. AWARD: The right is reserved, as the interest of the City may require, to reject any and all responses and to waive any informality in responses received. The City reserves the right to: make an award on all items or on any of the items; award for an item quantity less than the quantity proposed upon unless qualified by specific limitation of the respondent; make multiple awards; or to not award this solicitation. Contract award, if made, shall be to the responsive, responsible respondent submitting the response that is in the best interest of the City. (*Responsive respondent* is defined as a contractor, business entity or individual who has submitted a bid/proposal that fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance. *Responsible respondent* is defined as a contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) Disputes arising from the award of this solicitation must be submitted in writing to the City Purchasing Agent and received no later than seven (7) calendar days from Notice of Intent to Award date or contract award date, whichever is sooner.

The contract resulting from this solicitation shall be a non-exclusive contract. City reserves the right to issue multiple solicitations or purchase these products or services from other sources if needed, as determined by the City Purchasing Agent.

4. SUBMITTAL ACCEPTANCE: Prices quoted shall be held firm and subject to acceptance by the City for a period of 90 calendar days from the solicitation deadline, unless respondent indicates otherwise in their response. If awarded the solicitation within the time frame specified, respondent agrees to furnish all supplies/services described or specified.

5. BRANDS OR EQUAL: Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid/proposal. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the City. It shall be the responsibility of the respondent, including respondents whose product is referenced; to furnish with their response 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 their response.

6. COMPLIANCE WITH APPLICABLE LAWS: The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by City Governments insofar as they pertain to the purchase made under this contract.

7. CONFLICT OF INTEREST: No employee, officer or agent of the City shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The City's employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its response, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

8. DECLARATIVE STATEMENTS: Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

9. DEFINITIONS:

(A) The "City" is Maryville, Tennessee, and includes its designated representatives.

(B) The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

(C) A "respondent" shall mean, but not be limited to, any vendor, contractor, business, firm or other entity submitting a response to any Invitation for Bids, Request for Proposals, Request for Qualifications, or any other solicitation issued by the City.

(D) A "response" shall mean the submittal of a response by a Contractor to any Invitation for Bids, Request for Proposals, Request for Qualifications, or any other solicitation or request issued by the City.

(E) A "solicitation" is any Invitation for Bids, Request for Proposals, Request for Qualifications, or any other request for products and/or services issued by the City.

(F) The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

(G) A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

(H) "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

(I) "Best Value" means more than low cost. It includes the initial cost, service, quality and other factors related to the acquisition.

(J) The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

10. EXCEPTIONS TO SPECIFICATIONS: Any vendor taking exception to any requirement, term, or condition of these specifications must explicitly identify each exception within their submittal. Failure to clearly state exceptions will be interpreted as the vendor's agreement to fully comply with all specifications as stated. Conditional or qualified submissions are subject to rejections, either in part or in their entirety.

Exceptions must be detailed on a separate document, quoting the original solicitation language precisely, followed directly by the vendor's proposed alternative language. Do not alter, strike through, or otherwise modify the original solicitation document. Exceptions provided in any other format will not be considered or reviewed.

11. FEDERAL TAX AND STATE SALES TAX: Purchases by the City are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the City upon the Contractor's request. Contractor shall be solely responsible for payment of all sales and/or use taxes related to materials, supplies, and services purchased or used in fulfilling this contract. Contractor shall remit such taxes directly to the Tennessee Department of Revenue.

12. IRAN DIVESTMENT ACT: Public Chapter 817 Iran Divestment Act SB 377 – HB 261 enacts the Iran Divestment Act, 12-12-101 et seq., requiring the state chief procurement officer to publish and keep updated on its website a list of persons it determines engage in investment activities in Iran. Persons on that list are ineligible to contract with the state or any political subdivision. By submission of this bid/proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to § 12-12-106. If the respondent cannot make the foregoing certification, the respondent shall so state and shall furnish with the response a signed statement which sets forth in detail the reasons therefore. The political subdivision may make an exception and award the solicitation if (1) the investment activities in Iran occurred before July 1, 2016, have not been expanded or renewed on or after July 1, 2016, and the respondent is implementing a formal plan to cease the investment activities in Iran and refrain from engaging in any new investments there, or (2) the political subdivision determines in writing that the goods or services are necessary and, absent and exemption, the political subdivision would be unable to obtain the goods or services.

13. LATE BIDS/PROPOSALS: It is the responsibility of the respondent to deliver their response or response modification on or before the solicitation deadline date and time. Modifications cannot be made to the response after the solicitation deadline. The time of record for written submittals will be the date/time stamp of the City Purchasing Department or COMSealedBid@maryville-tn.gov if submitted by email. Late responses submitted will not be considered nor returned.

14. LITIGATION: It is the responsibility of the respondent to disclose information regarding any current or pending litigation that its company or principals have been involved with for the last 5 years. This responsibility shall continue throughout the term of the contract. Non-disclosure of pending litigation within 60-days of receipt of service of processor being filed is grounds for contract termination.

15. MODIFICATION OR WITHDRAWAL OF BIDS: No response can be modified or withdrawn or after it is filed unless the respondent makes a request in writing (email) directly to the City of Maryville Purchasing Department representative listed in this solicitation prior to the time set for the opening of the solicitation or unless the City fails to accept within one ninety (90) calendar days after the date fixed for the opening of the solicitation.

16. NEW MATERIAL: Unless specified otherwise in the solicitation documents, contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. respondent submission of other than new materials may be cause for the rejection of the response. Refurbished or remanufactured materials will not be accepted, unless specifically authorized in the solicitation.

17. NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any respondent or other party interested in responding to this solicitation with any City representative, other than the Purchasing representative listed herein, concerning this solicitation is strictly prohibited. Any such unauthorized contact may cause the disqualification of the respondent from this procurement transaction.

18. NON-COLLUSION: The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this solicitation, require that all decisions made as to matters concerning this solicitation be made on an individual firm basis. By signing this solicitation, the respondent certifies that no company employees, agents, or representatives have colluded in any respect with any other person or firm as to the terms and conditions of the company's response.

Any concerted activity with respect to this solicitation will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee. Vendors may be required to sign an affidavit to this policy.

19. NOTIFICATION TO CITY: If no response is to be submitted to this solicitation, it is not necessary to return the solicitation or notify the City.

20. PREPARATION OF SOLICITATION:
(A)Respondents are expected to examine all solicitation documents. Failure to do so will be at the respondent's risk.

(B) Each respondent shall furnish all information required by the solicitation. responses that are incomplete or submitted on forms other than the specified forms may be deemed non-responsive.

(C) Each item must be priced separately. Unit prices must be shown and shall include freight unless otherwise specified in the solicitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.

(D) Alternate responses for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(E) Respondent must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation. Respondents shall state accurate lead times as the City reserves the right to cancel orders with no obligation when delivery time is exceeded. Respondents must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days." respondents must be specific and state either "30 business days" or "60 business days." If a respondent states a range of days, the City will base their answer on the maximum number of days provided.

(F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

(G) Respondents are cautioned to check their submittal for possible error. Errors discovered after public opening cannot be corrected and the respondent will be required to honor their pricing or be subject to disqualification for award.

(H) Each response must include the full name and business address of the respondent and be signed, in ink, by the official of the company authorized to bind the company in contract.

21. NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. respondents must submit with their responses the completed Iran Divestment Act/No Boycott of Israel Affidavit.

22. PUBLIC INFORMATION: The vendor understands that any material supplied to the City may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq. Contractors are cautioned that all documents submitted on behalf of this solicitation shall be open to the public for viewing and inspection and the City will comply with all legitimate requests.

23. QUALIFICATIONS OF RESPONDENTS: The City may make such investigations as are deemed necessary to determine the ability of the respondent to perform the work and the respondent shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any respondent if the evidence submitted by or investigation of such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

24. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective respondent to notify the City Purchasing designee if there is a question as to the specifications or solicitation procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received prior to the question deadline outlined in the solicitation. These requirements also apply to specifications or procedures that are in error or ambiguous.

25. SUBCONTRACTS: Subcontractors will generally not be permitted. The respondent is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the City. Any approved subcontractor will be required to adhere to the same policies as the contractor (e.g. licensing and insurance).

26. SUBMISSIONS OF RESPONSES:

(A) City does not accept responses to this solicitation by facsimile or email (other than the email listed herein).

(B) Responses submitted in hard copy must be in a sealed envelope/box prior to entering the City office. City personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box.

Additionally, the City is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

The company name, the solicitation name, the solicitation number, and the due date must be plainly identified on the outside of the sealed envelope.

(C) Prospective respondents must obtain solicitation documents from the City's website and submit responses by mail or common carrier to the address listed herein or electronically to CoMsealedbid@maryville-tn.gov.

(D) Respondents for construction projects exceeding $25,000.00 must include the required contractor license information with their submittal.

(E) See Clause 15 under Terms and Conditions of the solicitation regarding submittal modifications or withdrawal.

(F) Samples of items, when required, must be submitted within five (5) calendar days of request and at no expense to the City unless otherwise specified by the City. If not consumed by testing, samples will be returned at respondent's request and expense unless otherwise specified in the solicitation.

(G) The respondent must comply with all solicitation instructions and provide sufficient detail for the response to be properly evaluated. Any deficiencies in this regard will be determined by the City Purchasing Agent to be either a defect that the Agent can waive or that the response can be sufficiently modified to meet the solicitation requirements.

27. TENNESSEE PROCUREMENT PROTECTION ACT: Pursuant to the Tennessee Procurement Protection Act, by submission of this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the respondent is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

Terms And Conditions of Purchase

1. ACTS OF GOD: Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

2. ADDITIONS / DELETIONS: The City reserves the right to add goods and/or services or delete goods and/or services that the City deems necessary. If items are to be added, The City and the Contractor(s) will arrive at a mutually agreed upon price. Any additions/deletions must be approved in writing by the City Purchasing Department prior to any changes in service.

3. APPROPRIATION: The City recognizes that the actions of a council in a current budget year cannot bind a future council to a particular course of action in a future budget year, except in certain specific instances, such as the issuance of general obligation indebtedness. For that reason, each contract entered into that requires payment to be made in a future budget year must contain a non-appropriation clause. As defined hereinbefore, such a clause essentially provides that if a future council fails to appropriate sufficient funds to meet a contractual obligation for that future budget year, the contract can be terminated without penalty to the delivery of a product or service in a future budget year are not subject to this provision.

4. BANKRUPTCY OR INSOLVENCY: In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the City may cancel this contract or affirm the contract and hold the seller responsible for damages.

5. CONTRACT: Contract documents must be in writing and accepted by both parties. The City Purchasing Agent is the agent of the City with authorization to modify the contract. Contract documents must be signed by the City Purchasing Agent. These signature lines are to be included on contract documents submitted to the City.

Authorization to furnish goods/services will be made via purchase order signed by the City Purchasing Agent and Finance Director or other designated personnel.

The Contractor warrants that the unit price stated for all items will remain firm until the entire order is fulfilled.

6. DELIVERY: Delivery will be F.O.B. Destination, Freight Prepaid and Allowed unless otherwise specified in this solicitation. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. All transportation charges shall be paid by the seller. Respondents must include all destination and delivery charges in their price. **There will be no extra hidden charges.**

To ensure adequate service level to the people, the City requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, the City reserves the right to cancel the order and purchase elsewhere and hold seller accountable therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

7. EQUAL OPPORTUNITY: It is the policy of the City to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21 and related statutes and regulations to the end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

8. GOVERNING LAW AND VENUE: Any contract awarded or agreement entered into as a result of the solicitation shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached as a result of this solicitation, shall have venue in Blount County, Tennessee, and any such legal proceeding shall be brought in Blount County, Tennessee. The successful proposer agrees to the jurisdiction of the Blount County, Tennessee courts.

9. INDEMNIFICATION AND INSURANCE: Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the City and to indemnify the City against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage as requested.

Any and all obligation of City to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. § 29-20-101 et. seq. and City's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.

10. INDEPENDENT CONTRACTOR: Contractor shall acknowledge that it and its employees serve as independent contractors and that City shall not be responsible for any payment, insurance, or incurred liability.

11. INSPECTION AND ACCEPTANCE: The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the City pursuant to this contract shall be deemed accepted until the City has had a reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the City's discount privileges or exclude any other legal, equitable or contractual remedies the City may have therefore. Performance of services shall be completed to the City's satisfaction.

12. INVOICES: Invoices shall be submitted to the physical address or email address as stated in solicitation or noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the City of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the City of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this solicitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

13. LIMITATIONS OF LIABILITY: In no event shall City be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if City has been advised of the possibility of such damages.

14. NOTICE: Any notice pertaining to any part of this contract will be in writing and approved by both parties. There will be no verbal authorizations.

15. PACKAGING: The City will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

16. PATENTS: The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that they will, at their own expense, defend every suit which may be brought against the City, or those selling or using the City's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that they will pay all costs, damages and profits recovered in any such suit.

17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

18. QUANTITIES: The City does not guarantee any quantities of items will be ordered under this agreement. Items will be ordered on an as-needed basis.

The City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the City's rejection and return at seller's expense.

19. REGISTRATION: All awarded suppliers must be registered with the City Purchasing Office prior to a PO being issued or a contract being executed. All suppliers must submit a copy of their company's current W-9 with their solicitation response. Upon completion, it is the responsibility of the vendor to keep their information current with the City Purchasing Office. The City may request that the vendor registration be completed prior to contract award.

20. REMEDIES: City shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

21. RIGHT TO INSPECT: City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

22. SEVERABILITY: If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

23. TERMINATION OF CONTRACT: If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, the City may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. City expressly retains all its rights and remedies provided by law in case of such breach, and no action by City shall constitute a waiver of any such rights or remedies.

If the contract is so terminated, the City may purchase, upon such terms and in such manner as the City Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The Contractor will be liable for excess cost occasioned thereby.

The contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days. From this notice to the termination date, the Contractor shall fulfill any service requirements and shall be compensated for such.

24. WARRANTY: The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of said goods or work or by payments for them.

~End Section~

IRAN DIVESTMENT ACT

By signing this Contract, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Contractor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

NO BOYCOTT OF ISRAEL

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by signing this Contract, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Contractor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

TENNESSEE PROCUREMENT PROTECTION ACT

Pursuant to the Tennessee Procurement Protection Act, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Contractor is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

❖ **NOTARY ACKNOWLEDGMENT**

STATE OF _____ COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20____,

by _____ who is personally known to me or has produced

_____ as identification.

_____
Notary Public (Signature)

Printed Name: _____

My Commission Expires: _____

A. NON-COLLUSION AFFIDAVIT

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

(1)Proposer is _____ of, _____
(Title) (Name of Company)

the Proposer that submitted the attached Proposal:

(2) Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

(3) Such Proposal is genuine and is not a collusive or sham Proposal:

(4) Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Maryville or any person interested in the proposed contract: and

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

❖ **NOTARY ACKNOWLEDGMENT**

STATE OF _____ COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20____,

by _____ who is personally known to me or has produced

_____ as identification.

_____
Notary Public (Signature)

Printed Name: _____

My Commission Expires: _____

B. TITLE VI ASSURANCE

The undersigned certifies compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and all related regulations and directives, which prohibit discrimination on the grounds of race, color, or national origin under any program or activity receiving federal financial assistance.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

❖ **NOTARY ACKNOWLEDGMENT**

STATE OF _____ COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20____,

by _____ who is personally known to me or has produced

_____ as identification.

_____
Notary Public (Signature)

Printed Name: _____

My Commission Expires: _____

CITY OF MARYVILLE - VENDOR INSURANCE REQUIREMENTS

A. Throughout the Term of this Agreement, Contractor shall maintain insurance issued by an insurance company or companies which are rated "A:VII" or better in Best's Key Rating Guide or such lesser standard as shall be acceptable to Owner and authorized to transact business in the state in which the building is located, protecting all the Owner Entities (as defined below) against liabilities arising out of the operations of Contractor and any subcontractors and sub-subcontractors pursuant to this Agreement, including at least and in amounts not less than:

Worker's Compensation & Employer's Liability: Statutory limits required by applicable Workers' Compensation Law and $500,000 per occurrence for employers liability arising under any other applicable Act or governmental enactment for the protection of employees.

Commercial General Liability including products and completed operations coverage, premises liability, blanket contractual liability including Contractor's indemnity agreements contained in this Agreement, personal injury (employees' exclusion deleted) $1,000,000 per occurrence Bodily Injury and Property Damage, $2,000,000 aggregate. Coverage shall be written on an "occurrence" basis.

Comprehensive Auto Liability including owned, non-owned, or hired vehicles coverage: $1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).

Third party bond or employee dishonesty coverage, indemnify them for losses caused by dishonest acts committed by a vendors personnel, $1,000,000 per occurrence.

B. The Owner Entities are defined as the City of Maryville, TN

C. Each insurance policy shall be written to cover all claims arising out of occurrences taking place within the period of coverage, shall name: City of Maryville, TN as additional insureds (excepting Workers' Compensation and Comprehensive Auto Liability), shall not be contributory with any other insurance available to any Owner Entity, shall not be subject to reduction of coverage as to any Owner Entity by reason of any claim asserted against Contractor other than in connection with the rendition of Services hereunder or by reason of any misstatement, act or omission of any party other than Owner applying for or insured by such insurance and shall state that it will not be canceled, reduced or materially changed without thirty (30) days' prior written notice to Owner. Before the commencement of the Term of this Agreement, Contractor shall supply Owner with either the policies themselves or certificates of insurance satisfactory to Owner, evidencing compliance with all the foregoing requirements. In the event Contractor fails to provide replacement coverage at least fifteen (15) days prior to the expiration of any policy of insurance, Owner may at its option secure such insurance and deduct the cost thereof from any amounts due Contractor and Contractor shall pay any additional amounts due to Owner within fifteen (15) days of notice thereof from Owner. Contractor shall be responsible for obtaining and/or maintaining in force any insurance on equipment, tools or personal effects (Business Personal Property) owned by or rented to or in the care, custody or control of Contractor, its subcontractors, etc., and for any deductible under said policy.

To be named as Additional Insured:
City of Maryville, TN (Owner)
406 W. Broadway Ave.
Maryville, TN 37801

Please send this Certificate of Insurance to:
David Graves, Risk Manager dmgraves@maryville-tn.gov
Lee Paine Buyer and Strategic Sourcing Specialist jlpaine@maryville-tn.gov