

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, October 9, 2024, and at that time publicly opened in Conference Room 436, City Hall located at 415 Broad Street., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: City of Kingsport and Kingsport City Schools Athletic Uniforms and Sports Equipment

Documents for the above referenced item are available online at kingsporttn.gov/city-services/purchasing. Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed, and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street., Kingsport, TN 37660 and marked "Athletic Uniforms and Sports Equipment". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB1T: 09/14/24

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on October 9, 2024, at which time it will be publicly opened in Conference Room 436, City Hall, 415 Broad Street, Kingsport, Tennessee.
- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:
 - Procurement Manager
 - City of Kingsport
 - 415 Broad Street
 - Kingsport, Tennessee 37660
 - Proposal for Athletic Uniforms and Sports Equipment
- C. An original hard copy, an electronic copy (thumb drive) and four (4) additional hard copies of the Proposal are required.
- D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- E. No submitted Proposal may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of Proposals.
- F. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE: It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted via email (ssloan@k12k.com) to the Assistant Procurement Manager, Schools, by the end of the business day, September 27, 2024 and an addendum will be issued by 4:00 P.M., Eastern Time, on October 2, 2024 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>. It shall be the Proposer's responsibility to make inquiry as to the addenda issued. All addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether received by Proposer.

General Terms and Conditions

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- B. Indemnification – The City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.
- C. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.
- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- F. Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.
The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City." Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.
- H. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal. The City reserves the right to award to multiple vendors.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.
- L. The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.
- O. CONFLICT OF INTEREST:
 - 1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
 - 2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
 - 3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
 - 4. Do you or any officers/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren, or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? _____ Yes _____ No
If you answered yes, please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member _____
 - 5. Are you or any officers/part-owners/stakeholders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? _____ Yes _____ No
If you answered yes, please state the name of the employee or board member _____
 - 6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

P. DRUG FREE WORKPLACE REQUIREMENTS:

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

Q. ELIGIBILITY:

1. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

R. GENERAL:

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
2. Such offer is genuine and is not a collusive or sham offer.

S. IRAN DIVESTMENT ACT:

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

T. NON-COLLUSION:

1. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
2. The price or prices quoted in the attached offer are fair, proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

U. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

1. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

V. NON-BOYCOTT OF ISRAEL AFFIDAVIT

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

The City of Kingsport (City) and Kingsport City Schools (KCS) is requesting proposals from qualified and experienced athletic apparel and sports equipment companies for an athletic uniforms and sports equipment agreement for a full range of athletic uniforms, related apparel and sports equipment for all teams supported by KCS Athletic Departments and the City on an as needed basis as per this proposal.

The response to this Request for Proposal will be considered as an offer to contract. Final negotiations on the best offer, if deemed necessary, will be conducted to resolve any minor differences and informalities. After final negotiations, an acceptance of any Request for Proposal offer may or may not be issued by the City and/or KCS.

It is the intent to enter into a mutually beneficial agreement with a company/vendor that meets the scope of work outlined below and any other criteria based on positive relationships with similar clients and partnerships. This agreement is not exclusive and will not restrict the City or KCS from purchasing apparel or equipment from other vendors.

Fixed Price Contract

Contract shall be based on a discount percent off Manufacturers published prices. Rates proposed shall be all inclusive, including, but not limited to shipping costs or other fees. All discounts and rates are fixed for the duration of the contract and are not subject to escalation for any cause, except the retail prices of the items which shall be as stated in the current published Contractor price catalog. The awarded vendor may update the manufacturer's price list during the contract period on anniversary dates or as issued by the manufacturer to reflect new products, supplier's price changes, and deletion of discontinued products, etc. Vendor shall provide the Schools with copies of price list(s) as issued by the manufacturer and as requested by the Schools.

Price decreases or discount increases are permitted and encouraged at any time.

Term of Contract

The contract will be awarded for a period of one (1) year beginning July 1, 2025, with an option to renew on an annual basis in one (1) year increments providing all terms, conditions, and cost are acceptable to both parties. Only at renewal will prices be reconsidered. The City reserves the right to re-bid at the end of any contract period.

A sample copy of the vendor's agreement may be submitted with the proposal for the City's consideration. The City of Kingsport may choose to use their standard service contract in lieu of vendor's agreement.

Samples

Samples or demonstrators, when requested, must be furnished free of expense to City of Kingsport and Kingsport City Schools and shall be delivered within 10 calendar days of request. Samples will be returned after reasonable examination. Samples should show vendor's name, address, proposal, and item number.

Quantities

All quantities are estimates only, with no guarantees. Quantities will be ordered based on as needed basis as per contract pricing. Estimated annual spend for High School Athletics is \$158,000 and Middle School Athletics is \$40,000, based on previous year.

DOBYNS-BENNETT HIGH SCHOOL

Athletic Support Staff: 11

<u>Boys</u>	<u>Number on Team</u>	<u>Number of Coaches</u>
Football	119	16
Basketball	28	6
Cross Country	25	2
Track	32	4
Soccer	34	3
Wrestling	32	4
Golf	11	2
Swimming	28	3
Baseball	39	8
Tennis	12	2
Bowling	11	1
Volleyball	17	1

<u>Girls</u>	<u>Number on Team</u>	<u>Number of Coaches</u>
Basketball	29	4
Cross Country	21	2
Track	28	4
Soccer	27	3
Golf	6	2
Swimming	30	3
Softball	29	4
Tennis	21	2
Bowling	7	1
Volleyball	34	5
Cheerleading	27	2
Dance	17	3

ROSS N. ROBINSON MIDDLE SCHOOL

Athletic Support Staff: 2

<u>Boys</u>	<u>Number on Team</u>	<u>Number of Coaches</u>
Football	54	6
Basketball	26	2
Baseball	26	2
Golf	9	1
Swimming	20	1
Track	25	2
Cross Country	30	1
Wrestling	40	3

<u>Girls</u>	<u>Number on Team</u>	<u>Number of Coaches</u>
Basketball	24	2
Cross Country	30	1
Track	25	2
Golf	6	1
Swimming	15	1
Softball	25	2
Volleyball	28	2
Cheerleading	16	2
Dance	15	2

JOHN SEVIER MIDDLE SCHOOL

Athletic Support Staff: 2

<u>Boys</u>	<u>Number on Team</u>	<u>Number of Coaches</u>
Football	76	8
Basketball	26	2
Baseball	24	2
Track	25	2
Cross Country	35	1
Golf	7	1
Swimming	6	1
Wrestling	15	2

<u>Girls</u>	<u>Number on Team</u>	<u>Number of Coaches</u>
Basketball	24	2
Cross Country	9	1
Track	25	2
Softball	24	2
Volleyball	26	2
Cheerleading	14	2
Golf	3	1
Swimming	8	1
Dance	12	2

*** All teams and quantities provided above are subject to change.*

REQUIREMENTS

Minimum Requirements

Must be licensed to do business in the State of Tennessee.

Must provide catalog(s) and completed fee/pricing schedule signed by an authorized Company Signatory with proposal.

Must have carefully read and understand all parts of the Request for Proposal and certify that the proposal is made in accordance therewith.

Specific Requirements

City of Kingsport - Kingsport City Schools intends to enter into an agreement for athletic uniforms and sports equipment including but not limited to:

- Official game clothing
- Practice gear – shorts, t-shirts
- Competition shoes (will need to be flexible) – cleats, turf, basketball, volleyball, rack, golf
- Training and Travel Shoes – turf, tennis shoes, and slides
- Team travel / warm-up suits
- Staff and Coaching gear – shorts, pants, polo shorts
- Coaching shoes - turf, tennis shoes, and slides
- Travel bags
- Socks
- Knee pads, protective gear & accessories, etc.
- Services: screen printing, embroidery, sublimation, etc.
- Athletic equipment

City of Kingsport - Kingsport City Schools recognizes that not all vendors may carry all the items requested. We seek the best offer from each vendor, addressing as many of our outfitting needs as possible while helping athletics reach its most competitive potential. Multiple contracts may be considered as may be in the best interest of the City of Kingsport and Kingsport City Schools.

All apparel and accessories provided in this Request for Proposal must be new. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable.

Submittal items:

A proposal for Apparel to outfit athletic coaches, players, and staff members may include:

- A specific dollar cap and catalogs to determine the offer or, preferably, a team- by-team specific apparel offer to specifically address the needs of our sports programs.
- Description on how your firm plans to provide uniform and apparel supplies for each athletics program, support personnel and support programs.

- Include information on how apparel items would be priced, e.g. a price list of all typical apparel/uniform items along with a description of the product and of the discount from list price that are offered by the bidder.
- In addition, please provide information relating to the firm's products and describe how the City and Kingsport City School will obtain products on a routine and emergency basis.
- Include information relating to delivery schedules for products, return policies, warranties, and information on any additional costs (including pricing for screen printing, embroidery, and sublimation if necessary). Bidder will have the ability to produce all the following:
 - Ability to provide high quality competition uniform / game apparel
 - Ability to provide high quality practice apparel
 - Ability to provide high quality travel apparel
 - Ability to provide high quality sideline apparel
 - Pricing of materials, include details of custom, semi-custom, & stock costs.
 - Describe Details of the extent to which provider's products must be used, including minimum acceptable consideration
 - Penalties on the provider for failure to perform/deliver
 - Quality of apparel
- Annual merchandise allotment for the Kingsport City Schools Athletics
- Initial signing bonus or spending credit to Kingsport City Schools Athletics
- Ability to provide replacements for all goods on an emergency basis, including details on policies, timing, and availability
- How availability of all cataloged items will be guaranteed
- Provide information on those individual(s) assigned to work with the City and the Kingsport City Schools Athletics Departments including their contact information, their role, and a description of their experience in providing support for this type of program. This person will be expected to meet with Athletics Departments upon request only to ensure the contract is being effectively met. This person will be responsible for coordinating any marketing and advertising needs.
- Explain any scholarship programs available and how that program will work.
- Explain your invoicing and billing procedures and provide a sample invoice and statement. All billing (invoices) will be addressed to the City of Kingsport, Finance Department–Accounts Payable, 415 Broad Street, Kingsport, TN 37660. Include in description the location or department in the City that made the purchase.

Award Consideration

The firm's marketing and licensing strategies and requirements for authentic equipment and apparel should be outlined for review. Provide information relating to the firm's products and ordering instructions and processing returns on routine and emergency basis. Include your delivery schedule for products (including standard and special sizes). Please include the number of business days to process an order and a return.

Graphic Identity and Trademark Policy

Contractor must adhere to City of Kingsport and Kingsport City Schools Trademark Policy. After contract execution, City of Kingsport and Kingsport City Schools will purchase contractor's brand on normal athletics purchasing cycles but will continue to use existing inventory. If a vendor will be providing a different brand other than that being currently utilized by Kingsport City Athletic Team (majority have Nike) and wishes to convert existing inventory, contractor will be required to assume all costs necessary for conversion. Please explain your policy on replacement uniforms.

Proposal Format:

Section	Title	Information to be Included:
1	Proposal form	Signed Proposal Form
2	Company & Product Information Overview	Vendors must include an overview of the company, particularly as it relates to the proposed services. Provide information on those individuals assigned to work with the Schools including a description of the vendor's experience in providing support for this type of program.
3	Partnership Agreement	Provide an overview of your Partnership Agreement. This overview should address a business direction and partnership. The vendor may include a sample project plan in this section. Clearly define the roles expected to participate in this mutually beneficial partnership
4	Ordering / Customer Service	Provide an overview of ordering and customer services. Explain your delivery schedule and return policy. Describe your methodology for identifying new products and services.
5	Cost Proposal	No financial statements are required to be submitted with your proposals; however, prior to an award the City may request financial statements from your company. Provide a complete cost proposal which includes: <ul style="list-style-type: none">- Pricing options – Proposals must include any discounts to Schools off the Manufacturer's Suggested Retail Price (MSRP).- Include tiered or volume discounts and incentives- Indicate if various pricing applies to standard sizes vs. extended sizes.
6	References	Provide three (3) examples of education institutions of our size who have a successful athletic team apparel program in place.
7	Practice Gear	Will it be a necessity to use practice gear by your company? Please go over your policy.
8	Compliance Affidavit Form	Return completed, sign and notarized Compliance Affidavit Form
9	Other	Any other documents/information request in this proposal

Proposal Evaluation Criteria

The following is a listing of general and specific criteria used for the evaluation of this Request for Proposal. The areas include, but are not limited to:

General quality of responsiveness from proposer:

- Ability to meet all terms and conditions as specified
- Completeness and thoroughness of proposal
- Grasp of scope of work to be performed
- Description of approach to be taken
- Evidence of good organizational and management practices
- Provide information (names and locations) on those individuals assigned to work with the schools.
- References/past experience in providing comparable services to other large high schools.

Specific areas that will be evaluated:

- Quality of the proposer's overall proposal content
- Inventory availability for vendor's products
- Financial proposal, including but not limited to pricing levels, discounts, incentives, customer service plan and delivery schedule proposed.
- Marketing and advertising support
- Sponsorships
- Examples of invoices and billing procedures processes.

City of Kingsport – Kingsport City Schools
Athletic Uniforms and Sports Equipment
REFERENCE FORM

Provide three similar contract references and return with proposal.

Reference #1

Customer Name: _____

Contact Name: _____

Phone Number: _____

Number of years servicing this account: _____

Reference #2

Customer Name: _____

Contact Name: _____

Phone Number: _____

Number of years servicing this account: _____

Reference #3

Customer Name: _____

Contact Name: _____

Phone Number: _____

Number of years servicing this account: _____

COMPLETE AND SUBMIT WITH PROPOSAL

City of Kingsport – Kingsport City Schools
Athletic Uniforms and Sports Equipment
PROPOSAL FORM

The undersigned hereby offers the following proposal for consideration by the City of Kingsport – Kingsport City Schools for ATHLETIC UNIFORMS AND SPORTS EQUIPMENT in accordance with the terms, conditions, and specifications contained herein.

COST AND RATE proposals shall be offered on separate sheets attached to this proposal page(s); however, this signed page must be included with return proposal package.

Company: _____

By: _____

(Signature of authorized agent)

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____

MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE VALID

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?
_____ Yes _____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? _____ Yes _____ No

If you answered yes please state the name of the employee or board member

6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

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

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

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

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISION EXPIRES ON: _____