CITY OF JOHNSON CITY
PURCHASING DEPARTMENT
P.O. BOX 2150
JOHNSON CITY, TN 37605
Phone: 423-975-2716/Fax: 423-975-2712
purchasing@johnsoncitytn.org

Request for Quotation

DATE	QUOTE NOT LATER THAN	DELIVERY REQUIREMENTS	DELIVERY PROMISED
4/13/2016	4/19/16 by 4:00 PM	ASAP	

RFQ 2016-17 Milbank 3-phase Power Pedestals

QUOTE SUBMITTAL: City of Johnson City Purchasing Office
209 Water Street, P O Box 2150
Johnson City, TN 37601/37604

Phone: 423-975-2716 Fax: 423-975-2712
Email: purchasing@johnsoncitytn.org

DEPARTMENT CONTACT: Mike Arsenault (423)975-2707
marsenault@johnsoncitytn.org

DELIVERY ADDRESS: City of Johnson City/PW Street
209 Water Street
Johnson City, TN 37601

QUOTE ON THIS FORM AS BELOW

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS INCLUDED AND/OR PRINTED HEREON.

TERMS: NET 30 DAYS

F.O.B. DELIVERED, FREIGTHT PREPAID & ADD

REPLY VIA MAIL, EMAIL or FAX

WE QUOTE YOU AS BELOW

NAME OF COMPANY: _____

ADDRESS: _____
_____

PHONE: _____

BY: (SIGNATURE)_____

OFFICAL TITLE: _____

QUOTATION DATE: _____

EMAIL ADDRESS:_____

_____

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 each	Milbank 3-phase 200A commercial pedestal w/meter provision **CP3B52513B22DGSP1** complete with mounting accessories per attached specification SQ122987 job name Founders Park Johnson City	$_____	$_____
1 each	Milbank 3-phase 400A commercial pedestal, unmetered, **CP3B0451GDDGSP1** complete with mounting accessories per attached specification SQ124760 Job Name Johnson City Park Stage	$_____	$_____
1 each	Milbank 3-phase 200A commercial pedestal, unmetered, **CP3B0251GQDGSP1** complete with mounting accessories per attached specification SQ124760 Job Name Johnson City Park Stage	$_____	$_____

Vendor's past performance will be a consideration in the awarding of the contract

MILBANK ENERGY AT WORK
www.milbankworks.com

Represented By:
ELECTRICAL SALES ASSOC
Phone: 1-615-242-2774
NASHVILLE, TN

Quote Date: 04-04-16

FOB: ORIGIN
Freight Terms: 1350/1350/1350
Payment Terms: DUE UPON RECEIPT
Ship Via: PER ROUTING GUIDE

BILL TO: 100774
ELECTRICAL SALES ASSOCIATES
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

SHIP TO: 100774*00
ELECTRICAL SALES ASSOCIATES
ATTN CURRIE GIEG
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

Expiration Date: 05-17-16

Sales Quote #: SQ122987
This # must appear on order to receive special pricing.

Job Name: FOUNDERS PARK JOHNSON CITY

LINE NO.	MIN ORDER QTY	NET PRICE or MULTIPLIER	CATALOG NUMBER & DESCRIPTION	FACILITY CODE
			(Barring any Holidays) All custom enclosure orders and pedestals, once fabricated, are subject to a No Cancellation policy. Lead times are given as good faith estimates based upon our production schedule the day quoted. Lead times are based upon prompt receipt of all necessary information, and do not include transit times. Revisions to quoted specifications, delays in ordering, or delays approving factory proofs may result in an extension to the times given. All orders subject to Milbanks Conditions of Sale as listed in our current pricing guide. Please review for info on terms, freight, damages, taxes, warranties, etc. Enclosures over 96" tall, are excluded from the freight allowance policy. Please reference quote number when placing order. Failure to reference quote number may result in order delays. If modifications or revisions are required after items are quoted, they should be directed to the quoting department for revision prior to placing order to prevent processing delays. Milbank rejects any terms and conditions contained in any purchase order, RFQ, or any other documentation that are	

THIS QUOTE IS CONTINGENT UPON THE APPLICATION OF MILBANK'S STANDARD TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.MILBANKWORKS.COM/TERMS. In the event of any inconsistencies between Milbank's standard terms and conditions and the purchase order, RFQ, or any other documentation, Milbank's standard terms and conditions shall control. The issuance of a purchase order or allowing Milbank to deliver the equipment shall be considered acceptance of Milbank's standard terms and conditions.

---------- Delivery dates relative to quote acceptance date ----------**Quoted By: Mindy Dohrman - QTSN**
Minimum Order Quantity will be required on orders shipping from the Factory. Consult your Quotations Associate.

MILBANK ENERGY AT WORK
www.milbankworks.com

Represented By:
ELECTRICAL SALES ASSOC
Phone: 1-615-242-2774
NASHVILLE, TN

Quote Date: 04-04-16

FOB: ORIGIN
Freight Terms: 1350/1350/1350
Payment Terms: DUE UPON RECEIPT
Ship Via: PER ROUTING GUIDE

BILL TO: 100774
ELECTRICAL SALES ASSOCIATES
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

SHIP TO: 100774*00
ELECTRICAL SALES ASSOCIATES
ATTN CURRIE GIEG
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

Expiration Date: 05-17-16

Sales Quote #: SQ122987
This # must appear on order to receive special pricing.

Job Name: FOUNDERS PARK JOHNSON CITY

LINE NO.	MIN ORDER QTY	NET PRICE or MULTIPLIER	CATALOG NUMBER & DESCRIPTION	FACILITY CODE
			inconsistent with, contrary to, or in addition to, Milbank's standard terms and conditions as set forth at www.milbankworks.com/terms unless consented to in writing by Milbank. **Customer will be billed for any non-standard additional delivery charges on prepaid shipments (lift gate, construction site, residential, limited access, etc.).** All Products quoted that are made to order non-stock items are not returnable.	

THIS QUOTE IS CONTINGENT UPON THE APPLICATION OF MILBANK'S STANDARD TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.MILBANKWORKS.COM/TERMS. In the event of any inconsistencies between Milbank's standard terms and conditions and the purchase order, RFQ, or any other documentation, Milbank's standard terms and conditions shall control. The issuance of a purchase order or allowing Milbank to deliver the equipment shall be considered acceptance of Milbank's standard terms and conditions.

MILBANK STANDARD PAYMENT TERMS APPLY. All orders subject to a $100.00 net minimum billing. Quotation subject to revision after 30 days. Order must be for quantity shown. This quotation is based on information supplied to Milbank which may not be complete or correct. It is the customer's responsibility to review the quotation for compliance, deviations, or exclusions to the bid revision upon receipt of written bid specifications. Any required change may result in a price adjustment or void this quotation. COST INCREASES. Any increase in raw material cost greater than 10% within the time frame of this quotation may necessitate the re-pricing of this quotation at Milbank's discretion.

---------- Delivery dates relative to quote acceptance date ----------**Quoted By: Mindy Dohrman - QTSN**

Minimum Order Quantity will be required on orders shipping from the Factory. Consult your Quotations Associate.

BLANK PAGE

MILBANK ENERGY AT WORK
www.milbankworks.com

Represented By:
ELECTRICAL SALES ASSOC
Phone: 1-615-242-2774
NASHVILLE, TN

Quote Date: 04-06-16

FOB: ORIGIN
Freight Terms: 1350/1350/1350
Payment Terms: DUE UPON RECEIPT
Ship Via: PER ROUTING GUIDE

BILL TO: 100774
ELECTRICAL SALES ASSOCIATES
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

SHIP TO: 100774*00
ELECTRICAL SALES ASSOCIATES
ATTN CURRIE GIEG
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

Expiration Date: 06-03-16

Sales Quote #: SQ124760
This # must appear on order to receive special pricing.

Job Name: JOHNSON CITY PARK STAGE

LINE NO.	MIN ORDER QTY	NET PRICE or MULTIPLIER	CATALOG NUMBER & DESCRIPTION		FACILITY CODE
1	2		CP-ABK5/8 ANCHOR BOLT KIT	COM MTR PED ACCESSORIES 11	
2	1		CP-44-18SILL-DG	COM MTR PED ACCESSORIES	11
3	1		CP3B0451GDDGSP1 400 AMP	3PH COMM MTRPED-NONEUSERC	11
4	1		CP3B0251GQDGSP1 200 AMP	3PH COMM MTRPED-NONEUSERC 11	
5	1		CP-32-18SILL-DG	COM MTR PED ACCESSORIES	11
6	1		CP-32PDMNT 32 IN PAD MNT BASE Notes: CP3B0451GDDGSP1 44"W x 24"D x 60"H TYPE 3R ENCLOSURE SLOPED WHILE IN USE DOOR SLOPED TOP 10K SCCR 208/120V 3PH 4W UNMETERED 400AMP 3P MAIN C/B(L-L)-22KAIC 30 CIRCUIT LOADCENTER (3) 50A 2P C/B'S-TL RECEPTS (4) 20A 1P C/B'S-GFI RECEPTS (1) 30A 2P C/B-TL RECEPT (1) 200A 2P C/B-CAM LOCKS **RECEPTS AND CAM LOCKS MTD INTERNALLY UNDER A	COM MTR PED ACCESSORIES	11

THIS QUOTE IS CONTINGENT UPON THE APPLICATION OF MILBANK'S STANDARD TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.MILBANKWORKS.COM/TERMS. In the event of any inconsistencies between Milbank's standard terms and conditions and the purchase order, RFQ, or any other documentation, Milbank's standard terms and conditions shall control. The issuance of a purchase order or allowing Milbank to deliver the equipment shall be considered acceptance of Milbank's standard terms and conditions.

--------- Delivery dates relative to quote acceptance date ---------**Quoted By: Mindy Dohrman - QTSN**
Minimum Order Quantity will be required on orders shipping from the Factory. Consult your Quotations Associate.

MILBANK ENERGY AT WORK
www.milbankworks.com

Represented By:
ELECTRICAL SALES ASSOC
Phone: 1-615-242-2774
NASHVILLE, TN

Quote Date: 04-06-16

FOB: ORIGIN
Freight Terms: 1350/1350/1350
Payment Terms: DUE UPON RECEIPT
Ship Via: PER ROUTING GUIDE

BILL TO: 100774
ELECTRICAL SALES ASSOCIATES
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

SHIP TO: 100774*00
ELECTRICAL SALES ASSOCIATES
ATTN CURRIE GIEG
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

Expiration Date: 06-03-16

Sales Quote #: SQ124760
This # must appear on order to receive special pricing.

Job Name: JOHNSON CITY PARK STAGE

LINE NO.	MIN ORDER QTY	NET PRICE or MULTIPLIER	CATALOG NUMBER & DESCRIPTION	FACILITY CODE
			SLOPED WHILE IN USE DOOR** (3) 50AMP TWIST LOCK RECEPTS (4) 20AMP GFI RECEPTS (1) 30AMP TWIST LOCK RECEPT (5) 200A CAM LOCKS (BLACK, RED, BLUE, WHITE, GREEN) ISOLATED NEUTRAL STEEL CONSTRUCTION PAINTED DARK GREEN RAL 6005 _____ CP3B0251GQDGSP1 32"W x 20"D x 43.5"H TYPE 3R ENCLOSURE SLOPED WHILE IN USE DOOR SLOPED TOP 10K SCCR 208/120V 3PH 4W UNMETERED 200AMP 3P MAIN C/B(L-L)-22KAIC 30 CIRCUIT LOADCENTER (1) 50A 2P C/B'S-TL RECEPTS (2) 20A 1P C/B'S-GFI RECEPTS (1) 200A 2P C/B-CAM LOCKS **RECEPTS AND CAM LOCKS MTD INTERNALLY UNDER A SLOPED WHILE IN USE DOOR** (1) 50AMP TWIST LOCK RECEPTS (3) 20AMP GFI RECEPTS (5) 200A CAM LOCKS (BLACK, RED, BLUE, WHITE, GREEN) ISOLATED NEUTRAL	

THIS QUOTE IS CONTINGENT UPON THE APPLICATION OF MILBANK'S STANDARD TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.MILBANKWORKS.COM/TERMS. In the event of any inconsistencies between Milbank's standard terms and conditions and the purchase order, RFQ, or any other documentation, Milbank's standard terms and conditions shall control. The issuance of a purchase order or allowing Milbank to deliver the equipment shall be considered acceptance of Milbank's standard terms and conditions.

---------- Delivery dates relative to quote acceptance date ----------**Quoted By: Mindy Dohrman - QTSN**
Minimum Order Quantity will be required on orders shipping from the Factory. Consult your Quotations Associate.

MILBANK ENERGY AT WORK
www.milbankworks.com

Represented By:
ELECTRICAL SALES ASSOC
Phone: 1-615-242-2774
NASHVILLE, TN

Quote Date: 04-06-16

FOB: ORIGIN
Freight Terms: 1350/1350/1350
Payment Terms: DUE UPON RECEIPT
Ship Via: PER ROUTING GUIDE

BILL TO: 100774
ELECTRICAL SALES ASSOCIATES
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

SHIP TO: 100774*00
ELECTRICAL SALES ASSOCIATES
ATTN CURRIE GIEG
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

Expiration Date: 06-03-16

Sales Quote #: SQ124760
This # must appear on order to receive special pricing.

Job Name: JOHNSON CITY PARK STAGE

LINE NO.	MIN ORDER QTY	NET PRICE or MULTIPLIER	CATALOG NUMBER & DESCRIPTION	FACILITY CODE
			STEEL CONSTRUCTION PAINTED DARK GREEN RAL 6005	
			4-6 WEEKS SHIPMENT AFTER RECEIPT OF SIGNED APPROVAL (Barring any Holidays) All custom enclosure orders and pedestals, once fabricated, are subject to a No Cancellation policy. Lead times are given as good faith estimates based upon our production schedule the day quoted. Lead times are based upon prompt receipt of all necessary information, and do not include transit times. Revisions to quoted specifications, delays in ordering, or delays approving factory proofs may result in an extension to the times given. All orders subject to Milbanks Conditions of Sale as listed in our current pricing guide. Please review for info on terms, freight, damages, taxes, warranties, etc. Enclosures over 96" tall, are excluded from the freight allowance policy. Please reference quote number when placing order. Failure to reference quote number may result in order delays. If modifications or revisions are required after items are quoted, they should be directed to the quoting department for revision prior to placing order to	

THIS QUOTE IS CONTINGENT UPON THE APPLICATION OF MILBANK'S STANDARD TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.MILBANKWORKS.COM/TERMS. In the event of any inconsistencies between Milbank's standard terms and conditions and the purchase order, RFQ, or any other documentation, Milbank's standard terms and conditions shall control. The issuance of a purchase order or allowing Milbank to deliver the equipment shall be considered acceptance of Milbank's standard terms and conditions.

--------- Delivery dates relative to quote acceptance date ---------**Quoted By: Mindy Dohrman - QTSN**
Minimum Order Quantity will be required on orders shipping from the Factory. Consult your Quotations Associate.

MILBANK
ENERGY AT WORK
www.milbankworks.com

Represented By:
ELECTRICAL SALES ASSOC
Phone: 1-615-242-2774
NASHVILLE, TN

Quote Date: 04-06-16

FOB: ORIGIN
Freight Terms: 1350/1350/1350
Payment Terms: DUE UPON RECEIPT
Ship Via: PER ROUTING GUIDE

BILL TO: 100774
ELECTRICAL SALES ASSOCIATES
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

SHIP TO: 100774*00
ELECTRICAL SALES ASSOCIATES
ATTN CURRIE GIEG
5213 LINBAR DR - STE 409
NASHVILLE, TN 37211

Expiration Date: 06-03-16

Sales Quote #: SQ124760
This # must appear on order to receive special pricing.

Job Name: JOHNSON CITY PARK STAGE

LINE NO.	MIN ORDER QTY	NET PRICE or MULTIPLIER	CATALOG NUMBER & DESCRIPTION	FACILITY CODE
			prevent processing delays. Milbank rejects any terms and conditions contained in any purchase order, RFQ, or any other documentation that are inconsistent with, contrary to, or in addition to, Milbank's standard terms and conditions as set forth at www.milbankworks.com/terms unless consented to in writing by Milbank. **Customer will be billed for any non-standard additional delivery charges on prepaid shipments (lift gate, construction site, residential, limited access, etc.).** All Products quoted that are made to order non-stock items are not returnable.	

THIS QUOTE IS CONTINGENT UPON THE APPLICATION OF MILBANK'S STANDARD TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.MILBANKWORKS.COM/TERMS. In the event of any inconsistencies between Milbank's standard terms and conditions and the purchase order, RFQ, or any other documentation, Milbank's standard terms and conditions shall control. The issuance of a purchase order or allowing Milbank to deliver the equipment shall be considered acceptance of Milbank's standard terms and conditions.

MILBANK STANDARD PAYMENT TERMS APPLY. All orders subject to a $100.00 net minimum billing. Quotation subject to revision after 30 days. Order must be for quantity shown. This quotation is based on information supplied to Milbank which may not be complete or correct. It is the customer's responsibility to review the quotation for compliance, deviations, or exclusions to the bid revision upon receipt of written bid specifications. Any required change may result in a price adjustment or void this quotation. COST INCREASES. Any increase in raw material cost greater than 10% within the time frame of this quotation may necessitate the re-pricing of this quotation at Milbank's discretion.

--------- Delivery dates relative to quote acceptance date ---------**Quoted By: Mindy Dohrman - QTSN**

Minimum Order Quantity will be required on orders shipping from the Factory. Consult your Quotations Associate.

CITY OF JOHNSON CITY, TENNESSEE
http://www.johnsoncitytn.org/purchasing

REQUEST FOR QUOTATION
GENERAL TERMS AND CONDITIONS
(Read Carefully)

1. ACCEPTANCE, REJECTION AND POSTPONEMENT
Issuance of a request for quotation does not commit the City to make an award. The City reserves the right to postpone or reject any or all submittals, to waive informalities and to accept the rfq judged to be in the best interest of the City.

2. ADDENDA
Addendum's will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the RFQ documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation. No addenda will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD
An award, if made, shall be to the lowest responsible, responsive vendor(s) or best quotation meeting quality and performance standards as described in the solicitation documents and whose rfq is determined to be in the best interest of the City. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD
The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. RFQ TABULATIONS
Rfq tabulations will be posted and available the next business day on our above website. Select "awarded/opened solicitations".

6. BRAND NAMES
By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS
It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. DEFAULT
In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; or (3) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

9. DELIVERY
Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

10. DISCOUNT AND PAYMENT
Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered. Partial payment will be allowed only if addressed in the solicitation.

11. EQUAL OPPORTUNITY
It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that 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.

12. EVALUATION
RFQ's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

13. EXAMINATION OF RFQ'S
RFQ's and associated documents may be examined after award.

14. FOB (FREE-ON-BOARD) POINT
All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

15. INDEMNIFICATION
The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

16. INSPECTION
All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

17. INSURANCE
The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

18. LICENSES, FEES, PERMITS
The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

19. MULTIPLE ITEM AWARD
The City will determine the successful vendor(s) either on the basis of the individual line items or the total of all items. ALL OR NONE submittals must be clearly identified on the quote form and will be considered only if in the City's best interest.

20. NON-COLLUSION AGREEMENT
By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this rfq to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said rfq have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official

opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

21. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

22. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- Failure to respond to three consecutive solicitations
- Failure to meet delivery requirements
- Failure to furnish items as a result of a solicitation
- Failure to provide service or material as a result of the award
- Offers of gratuities or favors to any City employee

23. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the vendor must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No pricing may be altered or amended after submittal deadline. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

24. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, rfq's will be available for public inspection after award of such rfq, in compliance with Tennessee Statutes.

25. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of $350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

26. QUESTIONS

Questions must be received by the City at least two (2) working days prior to the submittal deadline. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum. ,

27. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

28. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

29. SIGNATURE ON RFQ's

The rfq form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract.

30. SUBMITTAL OF RFQ'S

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. FACSIMILE OR E-MAIL RESPONSES ARE ACCEPTABLE. Quotes are due by the deadline posted on the rfq.

31. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

32. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

33. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.