**CITY OF JOHNSON CITY**
PURCHASING DEPARTMENT
P.O. BOX 2150
JOHNSON CITY, TN 37605
423-975-2716
purchasing@johnsoncitytn.org

# Request for Quotation

| DATE | QUOTE NOT LATER THAN | DELIVERY REQUIREMENTS | DELIVERY PROMISED |
|---|---|---|---|
| 9/14/2016 | 9/23/16 by 5:00 PM | ASAP | |

## *RFQ 2016-35 Treadmill for MPCC*

**QUOTE SUBMITTAL:** City of Johnson City Purchasing Office
209 Water Street, P O Box 2150
Johnson City, TN 37601/37605
Phone: 423-975-2715 Fax: 423-975-2712
Email: purchasing@johnsoncitytn.org

**DEPARTMENT CONTACT and Delivery Location**
City of Johnson City /Memorial Park Comm Center
510 Bert Street
Donna Campbell - 423-434-6230
donnacampbell@johnsoncitytn.org

QUOTE ON THIS FORM AS BELOW

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

TERMS: NET 30 DAYS

FREIGHT: F.O.B. DELIVERED, 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 |
|---|---|---|---|
| 4 | Quote request for:<br><br>Cybex 625T Treadmill or approved equal with installation as per the attached specifications, and insurance documents which are to be completed and returned with this quote<br><br>NOTE: Products specified are to establish a quality level. Alternate products offered must be pre-approved.<br><br>Proposed Product:_____<br><br>Proposed Delivery _____ | $_____ | $_____ |

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

Initials_____

| CHECKLIST FOR TREADMILL | Meets Specifications (check mark indicates complete compliance with specifications) |
|---|---|
| Speed range of: min . of 0.5 mph -12.4 mph | |
| Elevation Range: 0% - 15% | |
| Running area: 60" x 22" | |
| Drive Motor: min of 5HP Peak AC & 1,000 lbs thurst incline motor | |
| Display: 8 x 15 LED display of profile with readout of time, calories, distance, pace, heart rate, speed, incline level, calories/hr, METs, and Watts | |
| Programs: minimum of - Quick start (manual mode),nine standard workouts to include heart rate control. Workouts should have 10 levels | |
| Handrails | |
| Max User Weight: min of 400 lbs | |
| **Convenience features:** | |
| Speed and Incline controls located on cross bar | |
| Two large water bottle holdes | |
| Magazine rack | |
| Utility tray | |
| Additional service wheel(fifth wheel) that allows machine to be easily moved | |
| List standard Warranty: | |
| List any additonal warranties available and associated cost | $_____ |

**Complete and return with quote package**

Initials_____

# INSURANCE CHECKLIST

**(MPCC - Gym Equipment incl. Installation)**

**REQUIRED COVERAGE (marked by "x")** **MINIMUM LIMITS**

___X_1. Worker's Compensation **(proprietor/partners/executive officers exclusion not allowed)** . . . . . Statutory limits of Tennessee and Employer's Liability . . . . . $100,000/accident, $100,000/disease, $500,000/disease policy limit

___X__2. Commercial General Liability **(including Premises/Operations)** . . . . . $1,000,000 CSL BI/PD each occurrence, $1 Million annual aggregate

___X__3. Automobile Liability & Owned/Hired/Non-Owned Vehicles **. . . . . .** $500,000 BI/PD each accident, Uninsured Motorist

___X__4. Independent Contractors . . . . . $1,000,000 CSL BI/PD each occurrence, $1 Million annual aggregate

___X__5. Products/Completed Operations . . . . . $1,000,000 CSL BI/PD each occurrence, $1 Million annual aggregate

___X__6. Contractual Liability . . . . . $1,000,000 CSL BI/PD each occurrence, $1 Million annual aggregate

___X__7. Personal and Advertising Injury Liability . . . . . $1,000,000 each offense, $1 Million annual aggregate

_____8. Umbrella Liability . . . . . $2 Million Bodily Injury, Property Damage and Personal Injury

_____9. Per Project Aggregate

10. Professional Liability

_____ a. Architects and Engineers . . . . . $1 Million per occurrence/claim

_____ b. Asbestos Removal Liability . . . . . .$2 Million per occurrence/claim

_____ c. Medical Malpractice . . . . . $1 Million per occurrence/claim

_____ d. Medical Professional Liability . . . . . $1 Million per occurrence/claim

_____11. Miscellaneous E & O . . . . . $1 Million per occurrence/claim

_____12. Motor Carrier Act End. (MCS-90) . . . . . $1 Million BI/PD each accident, Uninsured Motorist

_____13. Motor Cargo Insurance

_____14. Garage Liability . . . . . $1 Million Bodily Injury, Property Damage per occurrence

_____15. Garagekeepers Liability . . . . . $500,000 Comprehensive, $500,000 Collision

_____16. Inland Marine-Bailee's Insurance . . . . . $_____

_____17. Moving and Rigging Floater . . . . . Endorsement to CGL

_____18. Dishonesty Bond . . . . . $_____

_____19. Builder's Risk/Installation Floater . . . . . Provide coverage in the full amount of contract

_____20. XCU Coverage . . . . . Endorsement to CGL

___X__21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent

___X__22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.

___X__23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. ***Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; please submit copy of endorsement.*** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.)

___X__24. Certificate of Insurance shall show project number or other contract identifier used by the City.

_____25. OTHER INSURANCE REQUIRED: _____

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**INSURANCE AGENT'S STATEMENT:**

**I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:**

_____ _____ _____ _____ _____ _____ **Comments:** _____

Is Professional Liability excluded under General Liability? Yes_____ No_____

Is Contractual Liability excluded under Comm. General Liability? Yes_____ No_____

Is Independent Contractors excluded under Comm. General Liability? Yes_____ No_____

Carrier ratings: Insurer A_____; Insurer B_____; Insurer C_____; Insurer D_____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

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**CONTRACTOR'S STATEMENT:**

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverages marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: _____

Bid or Project Name: _____

**This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.**

# GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the **Insurance Checklist that identify specific requirements for the bid or project**.

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**INSURANCE**

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Contractor.

**1. <u>General Insurance Requirements:</u>**

**1.1** The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.

**1.2** No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

**1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation, Automobile Liability, and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state.** Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term "City" applies to all policies issued under the contract:

> "The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Johnson City Public School System."

**1.4** The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

**1.5** The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

**1.6** The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

**1.7** Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. **Contractor** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage."

**1.8** Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

**1.9** Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

**1.10** Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the

Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

**1.11** If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

**1.12** All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

**1.13** The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

## 2. <u>Contractor's Insurance – Occurrence Basis</u>:

**2.1** The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

    i. General aggregate limit is to apply per project;

    ii. Premises/Operations;

    iii. Action of Independent Contractors;

    iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;

    v. Personal Injury Liability including coverage for offenses related to employment;

    vi. Explosion, Collapse, or Underground (XCU) hazards.

- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

## 3. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

i. Agree to provide certificates of insurance evidencing the above coverage for a period of three years for Professional Liability; two years for CGL and other Liability, after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or

ii. Purchase an extended (minimum three years for Professional Liability; two years for CGL and other Liability) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

## 4. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

## 5. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

## 6. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

**This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.**

# 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.