

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersoncountyttn.gov

Bid No.: 2221

Date Issued: February 7, 2022

**Bids will be received until
2:30 p.m. Eastern Time on February 25, 2022**

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Robert J. Holbrook, Director of Finance

BID DESCRIPTION

<p>Bid for the Anderson County Highway Department are seeking bids for a Tri Axle Dump Truck. RFP Envelope cover must list the RFP Title and RFP Number.</p>
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The specification book for this project will be posted on vendor registry once it is finalized.

Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kajmeri@andersoncountyttn.gov

Bid #2221 – Dump Truck for Highway Department

The Anderson County Highway Department is seeking bids for a vehicle with the same or equivalent specifications as listed below.

Warranty shall be standard factory warranty.

Model

- New 2023 Model tri Axle Dump Truck with 16' Body

1. GVWR

- Minimum 64,000 GVWR
- Front Axle Forward Position Minimum 20,000 lbs
- Rear Tandem Axles Minimum 44,000 lbs

2. Engine and Engine Equipment

- Diesel Engine 455 HP/ 1750 lb-Ft Torque Rating
- Engine Compression Brake (Jacobs Type)
- SCR System Located RH Passenger Side Under Cab
- Single Vertical Exhaust with Bright Finish Elbow and Stack
- 18.7 CFM Air Compressor
- 3 Batteries - Group 31 - 1950 CCA Total
- 12V 130A Alternator
- Bug Screen - Radiator Mounted
- Engine Block Heater - 120V 1500W
- Extended Life Coolant Rated to -34 Deg

3. Transmission and Drivelines

- Heavy Duty Automated Manual 12 Spd With Up To 1920 lb.-FT Torque
- Premium Shifter w/ Auto Neutral , Rock Free & Power Launch
- Clutch-CLS43 B-O Meritor/Sachs, Single Plate 17" Organic Material
- Aluminum Transmission Bell Housing
- Internal Transmission Oil Cooler
- Synthetic Transmission Lubricant
- Idle Governor Driving Mode With Enhanced Construction Performance
- Main Driveline RPL25HD W/Permalube
- Interaxle Driveline RPL20W/Permalube
- Parker GPI-80 Gear Pump with mDRIVE Transmission

4. Front Axle and Equipment

- 20,000 lb Capacity Front Axle Forward Position

- 20,000 lb Taperleaf Front Suspension
- Sealed Tapered Kingpins and Bearings with Unitized Wheel hubs
- Automatic Slack Adjusters
- Shock Absorbers
- Shephard SD110 + HD94 Dual Power Steering
- Cast Brake Drums - Outboard Mounted
- 16.5" x 6" Bendix Brakes
- Hub Pilot Aluminum Disc Front Wheels 22 .5" x 13.0"
- 425/65R 22.5 20 Ply SteerTires

5. Rear Axles and Equipment

- 44,000 lb Capacity Rear Tandem Axles
- Double Reduction/Dual Reduction Rear Ends
- 4.19 Carrier Ratio
- 44,000 lb Multileaf Camelback Style Rear Suspension
- Anti-Sway Springs
- Bronze Trunion Bushings
- Driver Controlled Power Divider Lockout with Warning Lamp and Buzzer
- 16.5" x 7.0" Bendix Brakes
- 4S/4M ABS Wheel End Sensors
- Automatic Slack Adjusters
- Cast Brake Drums - Outboard Mounted
- MGM TRT Tamper Resistant Spring Brake Chambers 3030Style
- Brake Chambers Reclocked for Optimum Ground Clearance
- Transverse Torque Rod
- Synthetic Rear End Lubricant
- Hub Piloted Steel Disc Rear Wheels 24.5" x 8.25"
- 11R24.5 14 Ply Traction Tread Rear Tires

6. Frame and Frame Equipment

- 226 " Wheelbase
- 139" Cab to Axle
- 11.811" x 3.54" x .37" Steel Frame Rail with 5mm Steel Reinforcement
- Frame Rails to have 29.8" SM with 3,580,000 RBM
- Front Swept Back Steel Channel Bright Finish Bumper
- Plate Type Bright Finish Radiator Guard
- Front Tow Hooks
- 6" Bolt on Front Frame Extension

- 111 Gallon Aluminum D-Shape Fuel Tank on LH Side
- 11.8 Gallon DEF Tank

7. Air Brake and Electrical Systems

- Meritor/ Wabco Heated Air Dryer with Coalescing Filter
- Steel Air Reservoirs
- Manual Drain Valves with Lanyards on All Tanks
- Increased Auxiliary Air Tank Capacity for One Lift Axle
- Bendix ABS With Automatic Traction Control (ATC)
- 12V Electrical System with Circuit Breakers
- Chassis and Power Wiring Harness with Heavy Duty Casings
- Body - Link Wiring with Cab PassThrough

8. Paint

- Cab to be Viper Red
 - Frame to be Black
 - Non-Aluminum Wheels to be Powder Coat White

9. Cab and Accessories

- Integral Heater/Air Conditioner
- Air Ride Cab
- 4 Dome Lamps - Door and Switch Activated
- Door trim Panels with Integrated Arm Rest and Lighted Pocket
- Front Fender Extensions
- Bright Finish Grille and Grille Surround
- Bright Finish Air Intake
- Gauges to Include (English): Speedometer, Odometer, Voltmeter, Coolant Temp, Engine Oil Pressure, Exhaust Pyrometer, Transmission Oil Temp, Fuel Level, Engine Hour Meter
- Air Pressure Gauges with Low Air Pressure Warning Lamp and Buzzer
- Engine Protection Shutdown and Alarm System with Monitoring for: Coolant Level, Coolant Temp, and Engine Oil Pressure.
- Upgraded Interior Trim Package with Tinted Glass
- 2 Air Horns - Rectangular Single Trumpet (One on Each Side of Roof)
- 5 Bullet Style Chrome Marker/Clearance Lamps
- Instrument Display - Enhanced 4.5" LCD Display with 4 Button Stalk Control
- Must Have Internal Diagnostic Capabilities and Displays
- West Coast Mirrors - Motorized and Heated with bright Finish
- Convex Mirrors - RH & LH Integral With West Coast Mirrors
- Overhead Storage Console with Net
- Radio - AM/FM/USB/Bluetooth/Weatherband/ MP3/CD Player

- CB Radio Power Leads, Dash Mounts, and Antennae Leads
- Driver Seat - High Back Air Ride, Steel Gray Vinyl
- Passenger Seat - Fixed Mid Back, Steel Gray Vinyl
- Adjustable Tilt/Telescopic Steering Column
- Two Spoke Steering Wheel with Urethane Grip w/ Brushed Nickel Spokes
- Self-Cancelling Turn Signal Switch
- 2-Piece Windshield
- 2 Speed Electric Wiper Motor w/ intermittent Feature

10. Dump Body and Third Axle

- 16' Stampede Steel Elliptical Dump Body
- 62" Side Height
- Frameless Style Body
- 1/4" AR-450 Gauge Steel Sides
- 1/4" AR-450 Gauge Steel Floor
- 64" Tailgate Height with Air Control
- Air Actuated PTO
- 42" Cab Shield
- Electric Vinyl Tarp with Aluminum Tarp Arms

- Drivers Side Body Ladder and Steps
- Back Up Alarm
- 10" Apron
- Black in Color
- Air Actuated Rigid 20,000# Steerable Lift Axle with in Cab Controls
- Powder Coat White Pusher Axle Wheels
- 11R22.5 Pusher Axle Tires

11. Warranties

- Please Provide Documentation of Manufacturers Standard Warranties

12. Pricing and Delivery

- Total Price Delivered to _____ (Each)
- Estimated Delivery Time to _____ in Days
- The County may elect to pick up the equipment trailer in order to avoid delivery costs.
- Delivery time will be a determining factor in awarding bid.

○ Company Representative (PRINT) _____

Company Representative (Signature) _____

Company Name _____

⊗ Address _____

○ City _____

○ State ZIP ____

○ Cost shall be the final, out the door price.

Attachment 1
BID NUMBER: 2221 – DUMP TRUCK

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____

Zip _____

Telephone Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

Taxpayer Identification Number, Social Security or
Employer Identification Number: _____

State of Tennessee Business License Number:
License # _____

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:

(Please sign original in blue ink)

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

I state that I am (Title) _____ of (Name of My Firm) _____ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) _____ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Representative's Signature

Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

- "MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:
- o Black (a person having origins in any of the black racial groups of Africa);
 - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

(____) Corporation (____) Partnership (____) Limited Liability (____) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No___

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native ____%
- African American ____%
- Hispanic ____%
- Asian/Pacific Islander ____%
- Other ____% _____ (please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

**Attachment 4
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. **Workers Compensation
Employers Liability** Statutory limits
100,000/100,000/500,000
2. **Commercial General Liability** \$500,000 per occurrence
\$1,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E&O Liability
3. **Business Auto**
 - Include Garage Liability
 - Include Garage Keepers Liability
 - Copy of Valid Driver's License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page
4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond
5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation
6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

The Bidder shall review this sample contract and submit any questions about its content during the Q & A period. A Purchase Order may be used in lieu of this contract.

XX-XXXX

Attachment 5 – Sample Contract for Goods

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide XXXXXX for the County Per XXXXXXXX.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: XXXXXX. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY **with renewal option of XXXXXX.**

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

The Bidder shall review this sample contract and submit any questions about its content during the Q & A period. A Purchase Order may be used in lieu of this contract.

XX-XXXX

Attachment 5 – Sample Contract for Goods

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the

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XX-XXXX

Attachment 5 – Sample Contract for Goods

Anderson County Government
Administrative Approval:

_____ Date

Robert J. Holbrook, Finance Director Date

Approved as to Form

Anderson County Department Head
Approval:

Law Director Date

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Contractor Services. Contractor agrees to provide XXXXXX for the County Per XXXXXXXX.

Standard of Performance. Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: XXXXXX. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY **with renewal option of XXXXXXXX.**

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

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Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

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Termination: Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

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Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

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Insurance Requirement: Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment,

The Bidder shall review this sample contract and submit any questions about its content during the Q & A period. A Purchase Order may be used in lieu of this contract.

XX-XXXX

Attachment 5 – Sample Contract for Services

because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director Date