

Anderson County Government

Request for Proposals

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
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purchasing@andersontn.org
<http://andersontn.org/purchasing>

RFP No.: 2021

Date Issued: February 20, 2020

**Proposals will be received until
2:30 p.m. Eastern Time on March 10, 2020.**

Sealed solicitations are subject to the *General Terms and Conditions* and any other data attached or incorporated by reference. Responses 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 PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



2/20/2020

Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
Request for Proposals for Inmate Telephone System.

ANDERSON COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSAL #2021

INMATE TELEPHONES AND SERVICES

PURPOSE To establish specifications for inmate telephones and related services for the Anderson County Detention Facility.

POLICY It is the policy of the Anderson County Sheriff's Office and Anderson County Government to contract for inmate telephones and services for the Anderson County Detention Facility.

GENERAL SPECIFICATIONS The Anderson County Sheriff's Office and the Anderson County Purchasing Department are requesting proposals for inmate telephones and services for the Anderson County Detention Facility.

INTENT Anderson County intends to contract with a vendor in order to provide telephone services for inmates at the Anderson County Detention Facility.

SCOPE The contractor shall provide all labor, supervision, and materials required to install, operate, and maintain all telephone communications equipment necessary for the operation of required telephones at the specified locations at no charge to Anderson County. All material for installation shall be brought in and the work conducted so as to avoid interference with the activities of the Detention Facility. Every effort shall be made to limit dust, noise, and fire hazards. The contractor shall be responsible for all aspects of the inmate telephone system such as acquisition, installation, operation, service, training, and maintenance. All telephone service related to the inmate telephones and related equipment must be provided at the contractor's own expense and Anderson County shall incur no cost for any portion of the installation, service, training, or maintenance throughout the term of the agreement. The contractor is to remove, or assist in the removal in conjunction with the current telephone provider, all telephone equipment currently in use at the Detention Facility. The contractor shall also work in conjunction with the maintenance personnel of the Detention Facility to ensure daily activities are not interrupted.

LENGTH OF CONTRACT The contractor acknowledges the term of this contract shall be five (5) years, from July 1, 2020 through June 30, 2025. At the end of each year, on June 30, the provided services shall be evaluated by the Anderson County Sheriff's Office to determine if satisfactory performance is being provided. If the service is not satisfactory, Anderson County reserves the right to terminate the contract within thirty (30) days. The contract shall be subject to approval by the Anderson County Board of County Commissioners.

RESULTING CONTRACT The contractor acknowledges Anderson County can terminate this contract with cause with a written notice presented to the contractor with a minimum of thirty (30) days notice. If the contractor fails to perform up to the conditions of the contract, in Anderson County's judgment, Anderson County will communicate the problem(s) to the contractor in written form. The contractor will have ten (10) days to rectify the problem(s). If the problem(s) are not corrected or reoccur, Anderson County may immediately terminate the contract. The contractor will not be relieved of any obligation of payment of commissions earned up to the date of cancellation. The contractor may be in default by (but not limited to):

- Failure to pay commissions on time;
- Failure to repair equipment within twenty-four (24) hours of notification of a malfunction;
- Failure to maintain equipment in proper working order
- Charging telephone customers rates in excess of agreed upon rates or above allowable rates as set forth by the Tennessee Regulatory Authority;
- Other considerations preventing the proper operation of the inmate telephone services.

NUMBER OF TELEPHONES This request for proposal shall cover the following telephones:

Inmate telephones at the Anderson County Detention Facility:

HU1 Dorm A	7	HU7 A	3
HU1 Dorm B	7	HU7 B	2
HU2 Female Housing	4	HU7 C	3
HU3 Maximum Security	2	HU7 D	3
HU 4 Medium Security	4	HU 7 E	2
HU 5 Minimum Security	4	HU 7 F	3
HU6 Weekend Housing	2	Kitchen	1
Booking & Intake	2	Laundry	1
TOTAL 50			

*** Both inmate telephones in the Booking & Intake area shall be configured to allow a "free" local call for use by those inmates being booked or released and shall not require a "collect" call be made provided the call is local and does not require a long distance or toll charge. This telephone shall be configured to allow Detention Facility staff to disable its use remotely from the booking desk. Free calls shall be limited to three (3) minutes.

The contractor acknowledges that after the initial installation the number of inmate telephones may be increased or decreased based on need. The contractor acknowledges that inmate telephones currently exist and are in use at the above specified locations.

MINIMUM REQUIREMENTS OF INMATE TELEPHONES The contractor is to provide inmate telephones and related equipment at the specified locations as set forth in this proposal. The inmate telephone system shall only allow collect calls except for those telephone numbers designated by the Anderson County Sheriff's Office. The system shall allow call blocking to prevent calling to the following:

- 911;
- 800, 888, 900, and other toll free numbers;
- 411 or other directory assistance numbers;
- Sheriff's Office numbers including both office and home telephone numbers of personnel;
- Direct dial long distance services;
- Other telephone numbers at the discretion of the Sheriff's Office.

The system shall allow call passing for free calls to the Public Defender, bail bondsmen, or other numbers at the discretion of the Sheriff's Office. The system shall have call timing to preset the maximum call length time. The system shall have fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, etc. The system shall not be capable of receiving incoming calls. The system shall allow for the facility name, and inmates name, to be announced to the called party prior to acceptance of the call. The system shall be able to record the telephone call. The system shall notify both parties that the call is being recorded. The system shall allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party. The inmates shall not be allowed to communicate with the called party until the call is accepted. The system shall be of heavy-duty construction and have equipment designed for the correctional environment. Inmate telephones shall not expose screws, bolts, or other fasteners or any other material which can be removed without special security devices.

PIN OPERATION The proposed inmate telephone system shall have the capability to be a PIN based system using a "Prisoner Identification Number" (PIN) for telephone operation. The system shall be designed to operate with or without PINs on a per telephone basis. The PIN system shall have the ability to provide statistical reporting on calls made using the PINs. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and print statistical information.

RECORDING OF CALLS The inmate telephone system shall have the ability to record all telephone calls

placed by inmates in the Anderson County Detention Facility. The recording system shall allow for recording, archival, and playback of telephone calls. The system shall notify both parties that the call is being recorded. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and playback recorded telephone calls.

BOOKING AND INTAKE TELEPHONE The contractor shall provide, in addition to a collect call inmate telephone, a "free" telephone to allow those inmates who are being booked or released to make a local telephone call free of charge. Long distance or toll calls shall not be allowed from this telephone. Detention Facility personnel shall have the ability to enable or disable this telephone from the booking desk to limit inmate use.

MAINTENANCE The contractor shall provide all maintenance and upkeep of the inmate telephone system and hardware. A twenty-four (24) hour response shall be required on all reported problems. The contractor shall provide a toll free telephone number to report system problems.

DAMAGE TO EQUIPMENT Anderson County shall not be liable for loss, damage, destruction, or misuse of any telephone equipment as set forth in this proposal.

UPGRADES The contractor shall be solely responsible for required hardware and software upgrades to ensure proper operation of the inmate telephones for the period of the contract and any subsequent extensions.

COMPUTER HARDWARE AND RELATED EQUIPMENT The contractor is to provide, to the Anderson County Detention Facility, two (2) computer workstations and related hardware for use with the existing local area network for interface to the statistical and recording software of the inmate telephone system. The computer workstations and related hardware shall meet the following minimum specifications:

PROCESSOR: Intel i5
MEMORY: 4 GB RAM
HARD DRIVE: 120 GB SATA
CD/DVD: CD/DVD+RW
MOUSE: Microsoft Intellimouse
KEYBOARD: Windows, Small Footprint
NETWORK CARD: 10/100/1000 Ethernet NIC
VIDEO CARD: Integrated Graphics Card
SOUND CARD: Multimedia Sound + Speakers
MONITOR: 19" LCD WXGA
CASE: Small Footprint Desktop Case
SYSTEM: Microsoft Windows 10
UPS: TrippLite OmniSmart OMNIVS1000

QUANTITY: Five (5) each with above specifications

Installation of the computer hardware and related equipment shall be provided by the Anderson County Sheriff's Office.

At the end of the five (5) year contract the above listed computer hardware shall become property of Anderson County. If the contract is terminated prior to the five-year contract ending date due to default by the contractor by failure to perform as to the conditions of the contract as set forth by this proposal, the equipment shall also become property of Anderson County.

COMPLIANCE The contractor shall meet all requirements to do business in the State of Tennessee, the County of Anderson, and the City of Clinton. All installation shall meet applicable federal, state, or local codes. The contractor shall have and maintain insurance to cover general liability to provide the contracted services.

INSURANCE The contractor shall maintain insurance with minimum limits as noted below for the period of the contract. Contractor further agrees to indemnify, defend, and hold Anderson County harmless from any and all causes of action arising from the contract. With respect to required insurance, the contractor shall name

Anderson County as additional insured, provide a waiver of subrogation, and provide a written thirty (30) day advance notice of material change of insurance. Contractor shall provide certificates of insurance showing required coverage to the Anderson County Purchasing Agent.

Minimum Insurance Requirements:

Automobile Liability	
Bodily Injury per person	\$ 250,000.00
Bodily Injury per accident	\$ 500,000.00
General Liability including Contractual Liability	
Bodily Injury	\$ 500,000.00
Property Damage	\$ 100,000.00
Excess Liability	
Umbrella Form	\$ 1,000,000.00
Worker's Compensation	
Statutory Limits of the State of Tennessee	

BOND The contractor shall submit a \$25,000.00 performance bond at the time of contract signing. The bond will ensure the vendor will comply with all conditions and provisions contained in this proposal. The bond will be returned to the contractor within ninety (90) days after the date the system installation is complete, contingent upon satisfactory performance and compliance with the contract and proposal as determined by the Anderson County Sheriff's Office and the Anderson County Purchasing Agent. This requirement may be waived at the discretion of the Anderson County Purchasing Agent.

COMMISSIONS Commissions shall be paid monthly no later than forty-five (45) days following the last day of the month in which calls generating the commission were made. All commissions shall be paid by check to Anderson County and shall include a report detailing the following:

- Date of report and time period covered;
- Total billed revenue;
- Statement of accuracy signed by representative of contractor;

The contractor shall calculate commissions as a fixed percentage based upon the gross revenues for each inmate and public telephone. There shall be no deductions from the gross revenue for the purpose of calculating the commissions for Anderson County. The contractor acknowledges that Anderson County will bear no responsibility for fraudulent calls or theft of service. Fraudulent, stolen, or lost funds shall not be deducted from revenue paid to Anderson County. The contractor acknowledges Anderson County will bear no responsibility for unbillable or uncollectible calls or such uncollectibles known as "bad debt". No revenue shall be deducted from commissions paid to Anderson County for such calls. The contractor shall bear sole responsibility for such calls.

REVENUE PROJECTIONS Each vendor shall submit a detailed explanation as to expected revenue to Anderson County based upon an average daily population of four hundred twenty-five (425) inmates in the Anderson County Detention Facility. Rates for local, intraLATA, interLATA, and interstate calls shall be noted.

REVENUE MONTHLY GUARANTEE Each vendor shall submit a monthly minimum amount of revenue guaranteed at \$14,000 for Anderson County.

EVALUATION CRITERIA Proposals will be evaluated and award based upon the basis of the following:

Evaluation Criteria	
Commissions & Revenue	25%
References from Current Accounts	15%
Qualifications & Experience	20%
Equipment & Services Offered	25%
Financial Responsibility	15%

The County reserves the right to request clarifying information from vendors.

DEMONSTRATIONS The Anderson County Sheriff's Office shall reserve the right to require a thirty (30) day demonstration of services offered. Such demonstration shall be at no cost to Anderson County and shall be for the purpose of evaluation of offered investigative features.

Proposal Requirements

Proposals shall be submitted in the format as listed below.

Tab 1 Commissions & Revenue

The proposal must provide a detailed explanation as to how the commissions will be paid.

Tab 2 References from Current Customers

Vendors must provide 3 References using Attachment 6 from Customers that have similarly scoped phone systems.

Tab 3 Qualifications and Experience

Each proposal shall include a synopsis of their company including, but not limited to, the following information:

- Company name, address, telephone number, & chief executive officer;
- Parent company name, address, telephone number, & chief executive officer; (if applicable)
- Resume of Proposed Contract Manager
- Company history, current status, & length of time in business;
- Qualifications & experience including ability to perform the requested services;
- Overview of telecommunications experience including inmate telephone services;

Tab 4 Equipment & Services Offered

Vendor shall detail a proposed solution to illustrate understanding of project requirements. Proposals must confirm compliance with all the specified Vendor and software system requirements listed in the Scope of Work. Any alternative options the vendor can provide shall be described. An installation plan and maintenance schedule shall be included.

Attachment 5 is a sample contract. This RFP and the vendor's response will be incorporated as the scope of work. The proposal shall include any alternative contract language/standard terms from the vendor for the County to consider.

Tab 5 Financial Responsibility

The proposal must provide a Company financial statement showing income and earnings for the past five (5) years.

Additional Required Forms

- Attachment 1, Vendor Information Form
- Attachment 2, Non-Collusion Affidavit
- Attachment 3, Diversity Business Information Sheet (If applicable)
- Attachment 4, Certificate of Liability Form

Attachment 1
BID NUMBER: 2021 – Inmate Phone System

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)

Attachment 2

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-
 - o 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

Attachment 5 – Sample Contract for Services

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 XXXXX 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.

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: 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.

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.

Attachment 5 – Sample Contract for Services

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 and delivered 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.

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: 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, 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

Attachment 5 – Sample Contract for Services

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:

Anderson County Government
Administrative Approval:

Signature Date

Robert J. Holbrook, Interim Finance Director Date

Printed Name

Anderson County Department Head
Approval:

Title

Date

Name of Company

Approved as to Form

Address

Law Director Date

City, State Zip

Attachment 6 - References

Bid #2021, Request for Proposal for Inmate Phone System

Vendor Name: _____

Vendor is to submit three References in proposal.

Reference #1

Company Name: _____

Address: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Description of Services provided: _____

Reference #2

Company Name: _____

Address: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Description of Services provided: _____

Reference #3

Company Name: _____

Address: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Description of Services provided: _____
