



WILLIAMSON COUNTY GOVERNMENT

January 10, 2024

To Whom It May Concern:

Williamson County is accepting bids for the purchase and installation of flooring material for various locations in Williamson County Government offices.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened February 8, 2024, 2:00 p.m. Bids must be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Flooring, February 8, 2024, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED. An executed Drug-Free Affidavit, Ethical Standards Affidavit, Iran Divestment Affidavit, Immigration Attestation Affidavit, Fair Employment Affidavit, Certificate of Compliance with TCA 12-4-119 and Business Tax and License Affidavit must also be included with the bid.**

Bidding shall be in accordance with the Tennessee General Contractor's License Law. Bidders on construction in the amount of \$25,000 or more must be a licensed contractor as required by the Contractor's License Act of 1976. Public Chapter #82 of the General Assembly of the State of Tennessee amended by Public Chapter #406, Public Acts 1977, and further amended by House Bill #2507 and approved May 10, 1994. **If your bid meets the above criteria, the envelope must contain your company's license number, expiration date, and classification, and license number, expiration date and classification of any subcontractors that will be used in the areas of electrical, mechanical, plumbing or HVAC. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine.

The successful bidder will be required to comply with contract and insurance. Sample contracts are draft only and terms can change at the discretion of the County.

If you have any questions, please email leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on February 2, 2024. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, NIGP-CPP, CPPO, CPPB
Purchasing Agent



Material Specifications

While it is not the intent to favor one manufacturer over another, many of these materials are currently installed in Williamson County facilities and it the desire to maintain continuity in appearance and performance.

As such, while substitutions to these products will be considered, any substitute products must meet the key specifications, performance, and appearance of the specified products. **Requests for substitutions must be submitted in writing to leslie.mitchell@williamsoncounty-tn.gov at least 5 days prior to the bid opening in order to be considered. An addendum will be issued if substitution is approved. No addendum will be issued within 48 hours of bid opening.**

The materials listed below are to be bid as “installed” including all necessary adhesive, freight, delivery, warehousing, labor, and all other components to provide a turnkey installation.

1. Premium LVT: Armstrong 2.5mm LVT Collection with Diamond 10 Wear Layer
 - a. Current Collection Style
 - i. Duo
 - ii. Theorem
 - iii. Exchange
 - iv. Coalesce
 - v. Biome
 - b. Key Specifications
 - i. Diamond 10 Finish
 - ii. 20-mil Wear Layer
 - c. Performance
 - i. 20-Year Commercial Warranty

2. Standard LVT: Philadelphia Commercial In The Grain II 20-mil
 - a. Key Specifications
 - i. Quartz Enhanced Urethane Finish
 - ii. 20-mil Wear Layer
 - b. Performance
 - i. 10-Year Commercial Warranty
 - c. Appearance
 - i. Wood visuals

3. VCT: Armstrong Standard Excelon Imperial Texture
 - a. Key Specifications
 - i. 1/8” gauge
 - ii. Through chip construction

4. Carpet Tile: Philadelphia Commercial Off The Cuff Collection (Ad-Lib & Unscripted)
 - a. Key Specifications
 - i. Multi-Level Patterned Loop construction
 - ii. Vinyl Backing
 - iii. 1/10 gauge
 - b. Performance
 - i. Lifetime Commercial Warranty
 - ii. Lifetime Stain Warranty
 - c. Appearance
 - i. Two (2) coordinating visuals sharing one (1) color palette.

5. Walk-Off Carpet Tile: Philadelphia Succession II Tile
 - a. Key Specifications
 - i. Vinyl Backing
 - ii. Hobnail Construction
 - iii. Lifetime Commercial Limited Warranty

6. Porcelain Mosaic Tile: Daltile Keystones (Color Groups 1 & 2 only)
 - a. Key Specifications
 - i. Through-Body Porcelain construction
 - ii. 2"x2"
 - b. Performance
 - i. DCOF Wet value ≥ 0.42
 - c. Appearance
 - i. Color Group 1 and 2 only
 - ii. Solid and Speckle visuals
 - d. Required Setting Materials
 - i. Single component stain resistant grout (cement-based grout is not acceptable). Custom Building Products Prism SCG or equal
 - ii. Waterproofing and crack isolation membrane. Custom Building Products RedGard or equal.

7. Resilient Wall Base: Johnsonite by Tarkett DuraCove Rubber (or approved equal)
 - a. 4" cove or straight
 - b. 4.5" cove or straight
 - c. 6" cove or straight

8. Transitions: Johnsonite by Tarkett (or approved equal)
 - a. 1/4" carpet to 1/8" resilient
 - b. 1/4" carpet to nothing
 - c. 1/8" resilient to nothing

9. Floor Patch Compound: Schonox SL

End of Section

Ancillary Labor / Service Specifications

The material bids are to include installation labor for the associated products. The following services may, at Williamson County's discretion, be added to the scope of Williamson County's projects. Alternately, Williamson County may self-perform these services or they may not be needed on certain projects.

1. Demo Carpet
 - a. Remove of the existing carpet (broadloom or carpet tile).
 - b. Dispose off-site

2. Demo Resilient Flooring
 - a. Remove and dispose of existing resilient tile (VCT, LVT, etc.)
 - b. Remove and dispose of existing resilient sheet (vinyl, etc.)
 - c. Dispose off-site

3. Furniture Moving
 - a. Move furniture as needed to facilitate new flooring installation
 - b. Return furniture to original locations following new flooring installation
 - c. Furniture typically includes items commonly found in offices (desks, chairs, file cabinets, bookcases, etc.).

4. Items Not Included in Specifications
 - a. Items (material and labor) offered by contractor that are not specifically itemized within the specifications section of this document.
 - b. These items will be bid on a "cost plus" basis.
 - i. "Cost" to include all materials, freight, adhesives, labor, and all other required components to provide a turnkey project.
 - ii. The contractor is bidding the percentage of overhead and profit ("plus") that is to be added to the "cost" as described above. This percentage is to be expressed as "markup" using the formula; $cost \times 1.X = amount\ billed\ to\ Williamson\ County$ where "X" represents the percentage markup bid.
 - iii. Williamson County may request documentation of contractor's "cost" on a project-by-project basis.

End of Section

General Conditions

1. **Minimum Order:** The minimum order amount is \$500.00.
2. **Agreement Duration:** This Purchasing Agreement is to have an initial duration of 1-year from the date it is accepted by both parties. The Agreement may be extended for an additional 1-year term with a maximum escalation amount of 1.5% per year a maximum of four times for a total 5-year term. Each annual extension must be agreed to by both Williamson County and contractor.
3. **Carton Size:** Williamson County acknowledges that certain materials are packaged by the carton and that purchases must be made in carton increments. Contractor will be allowed to round quantities required for installation and waste up to the next full carton as long as excess material is left on site as Williamson County's attic stock.

End of Section

Bid Form
Williamson County Property Management
Flooring

Material

Premium LVT	\$ _____ per square foot installed
Standard LVT	\$ _____ per square foot installed
VCT	\$ _____ per square foot installed
Carpet Tile	\$ _____ per square yard installed
Walk-Off Carpet Tile	\$ _____ per square yard installed
Porcelain Mosaic Tile	\$ _____ per square foot installed
Porcelain Mosaic Tile Base	\$ _____ per lineal foot installed
Resilient Wall Base – 4”	\$ _____ per lineal foot installed
Resilient Wall Base – 4.5”	\$ _____ per lineal foot installed
Resilient Wall – 6”	\$ _____ per lineal foot installed
Transitions (any and all)	\$ _____ per lineal foot installed
Floor Patch Compound (one skim coat)	\$ _____ per square foot installed

Ancillary Labor / Service

Demo Carpet	\$ _____ per square yard
Demo Resilient Flooring	\$ _____ per square foot
Furniture Moving	\$ _____ per square foot
Items Not Included In Specifications	_____ % Markup

Company Name: _____

By (print name): _____

Signature: _____

Date: _____

Email: _____

**AGREEMENT FOR THE
PURCHASE OF SERVICES AND GOODS**

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____, 2024 by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and _____ ("Vendor") located at _____. In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

This Agreement incorporates the following documents by reference and made a part hereof:

*Bid Specification
Vendor's Bid
Certificate of Insurance
Affidavits*

In the event of conflicting provisions, all documents shall be construed according to the following priorities: any properly executed amendment or change order to this Agreement (most recent with first priority); this Agreement; Bid Specifications; Vendor's Bid.

**ARTICLE I
VENDOR'S DUTIES**

In addition to any and all other duties, obligations, and responsibilities of Vendor, Vendor shall have and perform the following duties, obligations, and responsibilities at Vendor's expense:

- A.** Vendor shall provide all goods, material, labor, and equipment in response to purchase orders submitted to Vendor from County that meet or exceed the specifications provided in the bidding specifications contained in the bid request documents at the location and in the manner specified by County. For the purpose of this Agreement, goods and materials shall be referenced as "Goods" and labor and related services shall be referenced herein as "Services";
- B.** Vendor warrants that the Goods and Services shall conform to the requirements of this Agreement;
- C.** Vendor shall supervise the Services and bear full responsibility for any and all acts or omissions of those engaged in the provision of Services on behalf of Vendor;
- D.** Vendor hereby warrants that the labor furnished under this Agreement shall be competent to perform the tasks undertaken, that the Goods provided shall be new and of high quality and will strictly conform to the Bid Specifications and this Agreement.
- E.** Vendor shall be responsible for the cost of storing, moving, and transporting the Goods and other materials.
- F.** Vendor shall provide the Goods and Services at the location and within the time specified by County.
- G.** **SUBSTITUTIONS FOR THE GOODS LISTED IN THE BID SPECIFICATIONS CONTAINED IN THE BID PACKAGE ARE NOT PERMITTED UNLESS EXPRESSLY APPROVED BY COUNTY IN WRITING PRIOR TO DELIVERY.**

**ARTICLE II
TERM AND TERMINATION**

- A. Term.** The initial term of this Agreement shall begin on _____ and shall extend to _____ unless otherwise terminated or extended as provided herein. This Agreement may be extended for the same material terms if agreed in writing by the parties contingent on available funding being appropriated by County's legislative body. The option to extend shall be exercised and in the discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County's attorney and the purchasing agent and signed by the Williamson County Mayor. In no event shall the term of this Agreement extend beyond five (5) years.

B. Termination.

1. *Termination - Breach.* Should Vendor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, County shall have the right to immediately terminate this Agreement. Such termination shall not relieve Vendor of any liability to County for damages sustained by virtue of any breach by Vendor.
2. *Termination - Lack of Funding.* Should funding for this Agreement be discontinued for failure of County's legislative body to appropriate the funds for this Agreement, County shall have the right to terminate this Agreement effective on the last date of the fiscal year for which funding was provided by providing written notice to Vendor. Vendor shall be paid for all unpaid Goods and Services provided by Vendor which are required to fulfill Vendor's obligations up to the date of termination. Termination by County for lack of funding shall not in any way be considered a breach of this Agreement by County.
3. *Termination - Notice.* Either party may terminate this Agreement at any time upon the provision of thirty (30) days written notice to the other party.
4. *Termination - Agreement.* The parties may terminate this Agreement at any time by written agreement.
5. *Termination - Bankruptcy.* County may terminate this Agreement if Vendor, or any successor or assignee of Vendor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Vendor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Vendor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

**ARTICLE III
FEE - FIXED PRICE**

- A.** County shall pay and Vendor shall accept, as full and complete payment for Vendor's provision of the Services and the timely performance of its obligations hereunder, the fees as defined in Vendor's bid response which is attached hereto and made a part of this Agreement, less any disputed fees. The fee shall not be modified except by written agreement signed by both parties.
- B.** Neither payment to Vendor nor acceptance of the Goods or Services by County, nor any other act or omission by County shall be interpreted or construed as an acceptance of any Goods and Services provided hereunder that are not strictly in compliance with the type and make of the Goods provided in the bid specifications.
- C.** In addition to all other rights available to County, County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion previously paid to Vendor due to:
1. The quality or quantity of the Services not being in accordance with the requirements of this Agreement;
 2. Loss caused by Vendor or while acting on behalf of Vendor; or
 3. Vendor's failure or refusal to perform any of its obligations to County.
- D.** In the event that County makes written demand upon Vendor for amounts previously paid by County as contemplated in this Article, Vendor shall promptly comply with such demand.
- E.** If within thirty (30) days from the date payment to Vendor is due, County, without cause or basis hereunder, fails to pay Vendor any undisputed amount then due and payable to Vendor, Vendor shall have the right to cease providing the Goods and Services until receipt of proper payment after first providing thirty (30) days written notice to County of Vendor's intent to cease the provision of the Goods and Services.

**ARTICLE IV
REPRESENTATIONS OF VENDOR**

- A.** In order to induce County to execute this Agreement and recognizing that County is relying thereon, Vendor, by executing this Agreement, makes the following express representations to County:

1. It is fully qualified to act as Vendor and has, and shall maintain, all licenses, permits, or other authorizations necessary to act as Vendor to provide the Goods and all related Services required by this Agreement;
2. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, state department or local department;
3. It has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of other similar crimes;
5. It has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
6. It will comply with all federal, state, or local governmental laws, rules, and regulations relating to its responsibilities, as set forth in the bid specification; and
7. It does not have any delinquent business taxes.

ARTICLE V ETHICAL STANDARDS

- A.** It shall be a breach of ethical standards for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- B.** It shall also be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C.** It shall also be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with County upon the agreement or understanding for a contingent commission, percentage, or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- D.** Vendor affirms that it has not retained anyone in violation of this Article V. A breach of ethical standards is a material breach of this Agreement and could result in civil or criminal sanctions and debarment or suspension from being a contractor or subcontractor under contracts with County.

ARTICLE VI INDEMNIFICATION AND HOLD HARMLESS

- A.** Vendor shall indemnify and hold harmless County, its officers, agents and employees from:
1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement;
 2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws including, but not limited to, copyright laws, labor laws, and minimum wage laws; and
 3. Any claims, damages, penalties, costs and attorney fees arising from any action brought against County by any of Vendor's officers, employees and/or agents arising out of any injury incurred

by such officer, employee and/or agent in the course of the performance of this Agreement, regardless of the cause of such injury.

B. County will not indemnify, defend or hold harmless in any fashion Vendor from any claims arising from any failure, regardless of any language in any attachment or other document that Vendor may provide.

C. Vendor shall pay County any expenses incurred as a result of Vendor's failure to fulfill any obligation in a professional and timely manner under this Agreement.

ARTICLE VII INSURANCE REQUIREMENTS

A. Without limiting its liability under this Agreement, Vendor will procure and maintain at his/her expense during the life of this Agreement any/all applicable insurance types and in the minimum amounts stated as follows:

1. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - a) Per Occurrence limit of not less than \$ 1,000,000
 - b) General Aggregate will not be less than \$ 2,000,000
 - c) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - d) Completed Operations, including on-going operations in favor of the Additional Insured
 - e) Contractual Liability
 - f) Personal Injury
2. Business Auto Liability (including owned, non-owned and hired vehicles)
 - a) Combined Single Limit \$ 1,000,000 or
 - b) Split Limit:
Bodily Injury: \$ 1,000,000 Each Person, \$ 1,000,000 Each Accident
Property Damage: \$ 1,000,000 Each Accident
3. Umbrella Excess Liability
 - a) \$ 1,000,000 over primary insurance
4. Workers Compensation
 - a) State: Statutory
 - b) Employer's Liability:
\$ 1,000,000 per Accident
\$ 1,000,000 Disease, Policy Limit
\$ 1,000,000 Disease Each Employee

B. The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Agreement only. Said insurance will be written by a company or companies licensed to do business in the state of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management. All insurance provided by Vendor or Vendor's subcontractors in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County.

ARTICLE VIII GENERAL PROVISIONS

A. *Resolution by Court of Law; Non-binding Mediation.* Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

B. *Purchase Orders.* Individual purchases made under this Agreement are contingent upon receipt by Vendor of a written purchase order from County. Should any terms contained in the purchase order conflict with the terms of this Agreement, the Terms of this Agreement shall control.

C. Choice of Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the state of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Vendor may provide.

D. Venue. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee.

E. Attorney Fees. Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event County prevails, Vendor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

F. Notices.

1. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

2. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

3. **Addresses.**

a) If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

b) If to Vendor: _____

G. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment of this Agreement or any of the rights and obligations of Vendor hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Vendor from its obligations hereunder without the express written consent of County.

H. Limitation of Legal Avenues. County does not agree to any terms that limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration.

I. Tennessee Open Records Act. Vendor understands that County is subject to the Tennessee Open Records Act. This may require County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement. Compliance by County with the Open Records Act shall not be a breach of this Agreement.

J. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

K. Entire Agreement. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

L. Drug Free Work Place. If applicable, Vendor agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing Vendor's compliance.

M. Employment Practices. Vendor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Vendor, if applicable, agrees to execute the Fair Employment Affidavit included in this Agreement evidencing Vendor's compliance of this policy.

N. *Employment of Illegal Immigrants.* Vendor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with County.

O. *Relationship Between the Parties.* The relationship of the parties shall be that of an independent Vendor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

P. *Authority of a Governmental Entity.* To the degree permissible by applicable law, Vendor agrees to make available and open to other Tennessee local governmental entities ("Participating Entities") subject to the pricing and this Agreement. Any Participating Entity purchasing through this Agreement shall be responsible for ensuring that the procurement process used by County satisfies the applicable procurement requirements that the Participating Entity is subject to. County shall have no liability for any unpaid invoices, or for the actions or inactions of any Participating Entity of this Agreement. County shall have no liability to Vendor or the Participating Entities concerning the third-party transaction.

Q. *Maintenance of Records.* Vendor shall maintain documentation for all charges against County. The books, records, and documents of Vendor, insofar as they relate to the Goods and Services performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by Vendor or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

R. *Anti-Deficiency Clause.* Nothing contained in this Agreement shall be construed as binding County to expend any sum in excess of appropriations made by its legislative body for the purposes of this Agreement, or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

S. *Time is of the Essence.* Since the Goods and Services are funded by public money, the parties agree that time is of the essence for the provision of Goods and the satisfactory completion of all Services and within the time limitations defined by County. Failure to provide the Goods or fully complete the Services within the time limitations shall subject Vendor to reduction of the fee paid to Vendor. This section does not limit any other remedy available to County.

T. *Conflicting Terms.* The parties agree that should the language in this Agreement conflict with any language included in any documentation whether provided for by Vendor or not, then the language or terms of this Agreement shall be controlling.

U. *Headings.* The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

V. *Effective Date.* This Agreement shall not be binding upon the parties until it has been signed first by Vendor and then by the authorized representatives of the County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

LAST ITEM ON PAGE
AFFIDAVITS AND SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

WILLIAMSON COUNTY, TENNESSEE:

Williamson County Mayor

Purchasing Agent:

RECOMMENDED:
Department Head

Department:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Department of Risk Management

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

**FILED IN THE OFFICE OF THE
WILLIAMSON COUNTY MAYOR:**

Date: _____

VENDOR:

By: _____

Title:

Sworn to and subscribed to before me, a Notary Public, this ___ day of _____, 20___ by _____, the _____ of Vendor and duly authorized to execute this instrument on Vendor's behalf.

Notary Public

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Witness: _____

Date: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Witness: _____

Date: _____

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ **County of** _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__.

Notary Public

My commission expires: _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
Tennessee Code Annotated, Section 12-4-119**

Effective July 1, 2022, this form must be submitted for any contract that is \$250,000.00 or more to comply with Tenn. Code Ann. § 12-4-119, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with Williamson County, Tennessee which has ten (10) or more employees and is for \$250,000.00 or more in value.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Authorized Official certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, will not for the duration of the contract engage in, a boycott of Israel in any manner.

Authorized Official represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Authorized Official

Signature of Authorized Official