

# Anderson County Government

## Request for Bids

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

[kajmeri@andersoncountyttn.gov](mailto:kajmeri@andersoncountyttn.gov)

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**Bid No.: 2119**

**Date Issued: March 19, 2021**

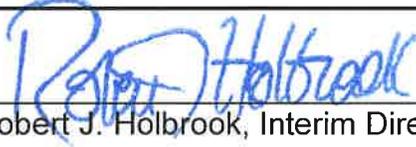
**Bids will be received until  
2:30 p.m. Eastern Time on April 8, 2021**

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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.

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Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
Bid for an EMS Station Location Study. Bidders are to submit one original and three copies.  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 <a href="mailto:kajmeri@andersoncountyttn.gov">kajmeri@andersoncountyttn.gov</a>

# RFP#2119 – EMS Station Location Study

## **SECTION 1: Introduction**

The Anderson County Government (herein after called “The County”) is requesting proposals from vendors to complete a Station Location Study of the Anderson County Emergency Medical Services (ACEMS) facilities. Qualified vendors are invited to submit proposals to accomplish the scope of services specified in this Request for Proposal (RFP). The County reserves the right to modify the selection process based on information provided in the RFP submittals, and to reject any and all proposals.

## **SECTION 2: Background Information**

Anderson County is located just north of the city of Knoxville; Tennessee’s third largest metropolitan area. The county has approximately 338 square miles of hilly to mountainous terrain. As of 2017, the County’s population is 77,305 with 31,824 households. Of that, municipalities comprised about a third of the population. Current populations estimates per City are as follows: Clinton 10,211; Oak Ridge 29,384; Oliver Springs 3446; Rocky Top (Lake City) 1,767; and Norris 1,607.

The ACEMS was established on March 17, 1970 as a county run organization and is the sole provider of ambulance service in the County. The ACEMS answered approximately 17,500 emergency, non-emergency and standby calls in FY 2020. The response area includes three Department of Energy plants (X-10, Y-12 and K-25), Interstate 75, one hospital (the Methodist Medical Center in Oak Ridge), several industrial facilities, twenty-six schools and eight nursing/convalescent homes. ACEMS also provides service to parts of neighboring Roane County.

The ACEMS organizational structure is hierarchical and modeled similar to an incident command center with an ACEMS Director and four Deputy Directors that manage the Operations, Administration, Education and Support Services departments. The ACEMS employs sixty-four full-time and twenty part-time staff members, including four Critical Care Paramedics, thirty-four Paramedics and sixteen Advanced Emergency Medical Technicians.

The ACEMS fleet includes twenty ambulances. Eleven of the ambulances are front line ambulances of which seven are staffed Advanced Live Support (ALS) of those six are staffed for 24-hour operation. All crews except the convalescent units are station-based.

The County’s Sheriff Department manages the dispatch center and dispatches call for the Sheriff Department, the ACEMS and local volunteer fire departments. The City of Oak Ridge and the City of Clinton operate the other two Public Service Answering Points (PSAP) in the County and also dispatches calls to the ACEMS.

Currently each substation generally responds to calls from a certain area. The dispatch software and the vehicle location software currently do not communicate. ACEMS is looking at implementing that functionality in order to direct the closest unit to an emergency call.

The ACEMS is headquartered at 314 Public Safety Lane, Clinton TN 37716

The ACEMS currently works out of the following six substations:

1. 322 Public Safety Lane, Clinton – County owned building. The ACEMS main garage complex is at this location and 1 24-hour 911 ambulance, one 12-hour 911 ambulance and two convalescent ambulances. The building is modular. The Garage is a separate metal building.
2. 184 Raleigh road, Oak Ridge – Building is owned by the City of Oak Ridge and ACEMS operates out of it at no cost. It stations one 24-hour 911 ambulance. The building is brick and very small.
3. 105 Lawson street, Rocky Top – Building is owned by the City of Rocky Top ACEMS operates out of it at no cost. It stations one 24-hour 911 ambulance. The building is brick.
4. 906 E. Tri-County Blvd, Oliver Springs - Building is owned by the City of Oliver Springs. ACEMS operates out of it at no cost. It stations one 24-hour 911 ambulance. This is a two-story building, half brick, and half-siding.
5. 150 Oak Ridge Turnpike, Oak Ridge – ACEMS rents this building from a private company for \$2,000 per month plus utilities. It stations one 24-hour 911 ambulance and two convalescent ambulances. This is a metal building.
6. 129 first quality drive, Andersonville - ACEMS owns this building. It stations one 24-hour ambulance. The building is modular and has a separate garage that is a metal building.

Photographs of these locations can be found at [Stations and Maps | acems \(andersonems.com\)](https://www.andersonems.com)

CAD Data will be provided to the awarded vendor upon completion of a HIPPA Compliance Agreement. The City of Oak Ridge has the highest call rates followed by the City of Clinton with call rates generally following population density.

A map that identifies local emergency healthcare facilities is provided as Exhibit 1. It does not identify the coverage area in Roane County or the Andersonville Station.

Exhibit 2 is a map that identifies coverage area including the part of Roane County the ACEMS services and it identifies the Andersonville Station.

### **SECTION 3: Scope of Services**

The selected vendor shall provide a study of the locations of the ACEMS substations for planning purposes. The County intends to replace or be in the process of replacing all the stations by 2032. The goal of the study is to ensure the new locations are at optimal locations in order to provide the best response times to emergency calls with a uniform level of service for all addresses while being good stewards of taxpayer money.

The ACEMS endeavors to own and not lease the new properties. The locations need to have the capacity to accommodate new or existing buildings with a minimum of two drive-through ambulance bays. The recommended areas may include land already owned by the County or by other municipalities that are willing to collaborate with the ACEMS. Ideal locations are on roads that have easy ingress and egress and minimal traffic.

Site recommendations for the new locations shall be general areas to allow for flexibility when the ACEMS is ready to purchase, or if necessary lease, the required real estate. While the study shall focus on the best site areas for the existing substations, a recommendation for an additional (seventh) substation, in the event the ACEMS adds another ambulance to the fleet, shall also be included. The study shall include a detailed analysis as to why the areas are ideal. The vendor is to provide 90th percentile response times for both the six station and the seven station scenarios. Proximity from all areas in the County to local emergency healthcare facilities is an examinable factor. Recommendations shall factor in the impact of future population growth and the geographic layout.

The ACEMS welcomes direction on what locations to build first and provide a timeline for the other substations. The study shall include any other information that the expertise and experience of the vendor suggest may be valuable to the planning goals of the ACEMS.

#### **County Project Manager**

The County will designate a Project Manager to work with the Vendor to ensure timely and quality performance under the Contract.

#### **First Draft of Study**

The Vendor must deliver a comprehensive first draft of the study for review to the Contract Manager for review and comment before finishing research and finalizing the work.

**Presentation**

Once the study is complete, the vendor shall present the recommendations in person to the ACEMS and other stakeholders.

**Project Payment**

The awarded Vendor will be paid fifty percent (50%) of the Cost Proposal upon satisfactory submission of the Draft Study as determined by the County Project Manager. The remainder of the payment will be processed upon successful submission of the Final Study as determined by the County Project Manager.

**Section 4: Proposal Requirements**

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Proposals must be submitted in the format listed in this section. Responses shall be prepared simply and economically and provide a straightforward, concise description of the Vendor’s capabilities to satisfy the requirements of this RFP. The evaluation points assigned to each section are indicated in parentheses.

**Tab 1 – Proposed Solution (30 points)**

Vendor shall detail a proposed solution to illustrate understanding of project requirements listed in the Scope of Work. Proposals must explain how the project will be completed and include a phased timeline to list the tasks and milestones. The proposal must list the information that the ACEMS will need to provide. Responses must include the proposed vendor team to include names, roles with the project, and work history/resumes. Proposals may include additional recommended tasks not specified in the scope of work for the County’s consideration. The vendor must disclose any affiliation with software/hardware vendors.

**Tab 2 – Vendor History/Experience (20 points)**

Proposals must provide the following:

- Number of years vendor has been in operation
- Number of current customers
- Certifications/licensures applicable to the proposed work
- Proof of Financial Stability to include two years of audited financial history.

**Tab 3 – Vendor Reference Forms (20 points)**

Proposals must also include at least three (3) references for which similar work have been conducted within the past four (4) years. Proposals that do not provide references that endorse and demonstrate the vendor’s qualifications will not be considered for further evaluation. The determination of whether a reference support the vendor’s qualifications is in the sole discretion of the County.

**Tab 4 – Pricing (30 points)**

Proposals shall provide a list of hourly rates for all proposed team roles and a not-to exceed cost. Proposals shall explain how the hourly rates are calculated to produce the not-to exceed cost. The response shall list a proposed payment structure.

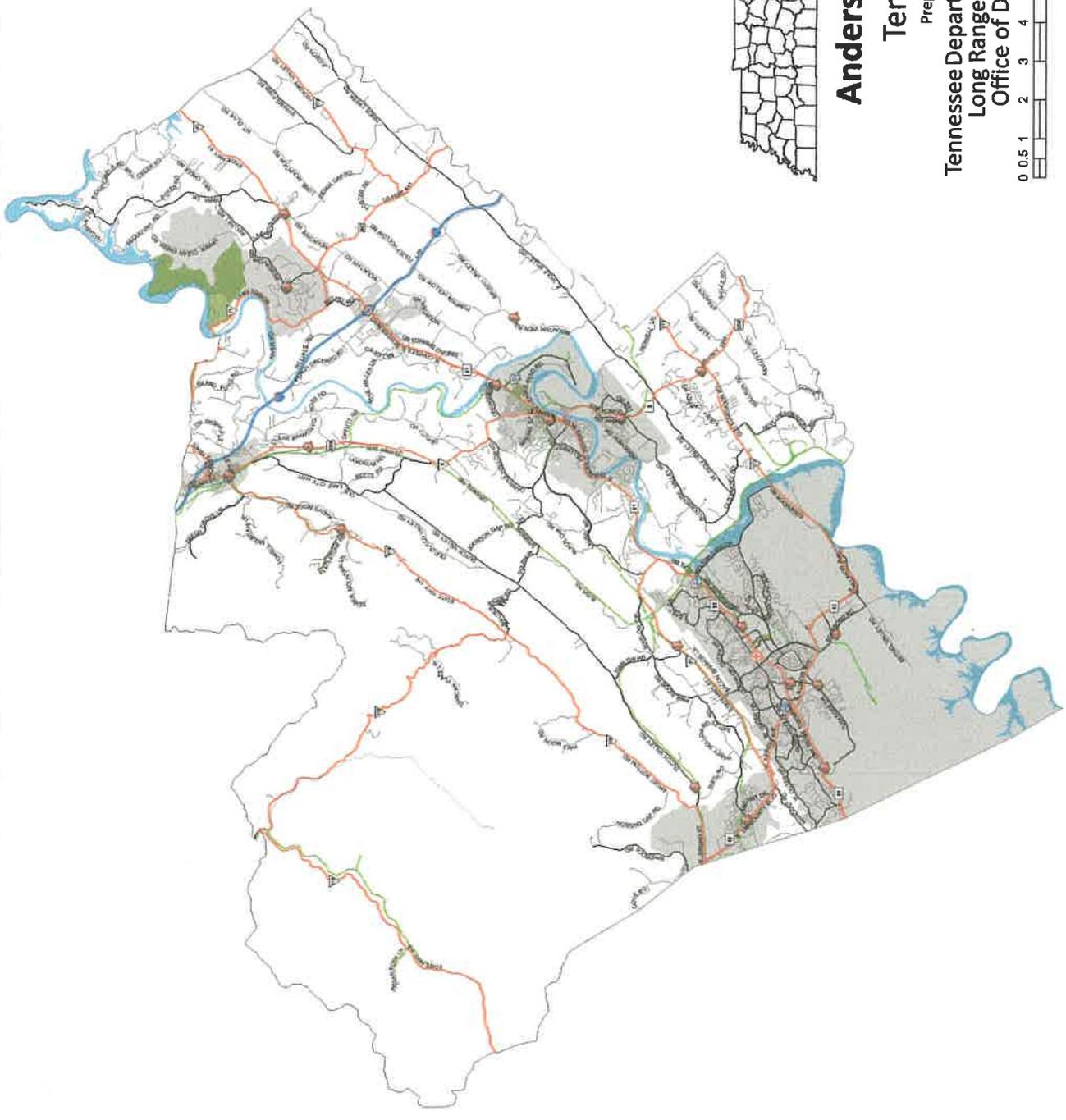
**Tab 5 – Additional Required Forms (pass/fail)**

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

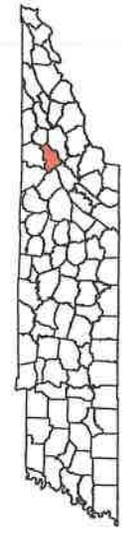
**Vendor Presentations (20 points)**

The vendor submitting proposals must have staff available to present the proposal in person or via a virtual meeting. Selected vendors will be provided three potential meeting times on different dates to ensure every effort has been made to present the proposal.

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- Legend**
- Ambulance & First Responders
  - Fire Stations
  - Hospitals
  - Police Departments
  - Interstate
  - State Route
  - Functional Route
  - Local Route
  - Railroads
  - Major Waterways
  - Parks
  - Municipal Boundary



# Anderson County

## Tennessee

Prepared by the  
Tennessee Department of Transportation  
Long Range Planning Division  
Office of Data Visualization





**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 of 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 3**  
**BID NUMBER: 2119 – EMS Station Location Study**

**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 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.

This is not a comprehensive list. Additional requirements may be listed in the bid document.

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 XXXXXXX.

**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 XXXXXXX.**

**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