

BID # 2038 Radio Maintenance & Service

RADIO MAINTENANCE & SERVICE CONTRACT SPECIFICATIONS

v1.1

5-26-2020

The Anderson County Emergency Communications District (ECD) requires a Radio Maintenance & Service Contract, hereinafter known as the "contract", for repairs, upkeep, installation, and maintenance of the ECD radio equipment. This contract shall be valid from **July 1, 2020, through June 30, 2025**, for a period of five (5) years, unless otherwise voided or canceled.

The Anderson County Purchasing Office is administering this bid on behalf of the Anderson County ECD. All questions shall be emailed to purchasing@andersoncountyttn.org at least 96 hours prior to bid opening. Vendors are to submit one original and one copy of the bid.

Bids are due by June 16, 2020 at 2:30 pm. Bids must be in sealed envelope with bid # on cover. Bids are to be sent to:

Anderson County Purchasing
100 N. Main Street, Suite 214
Clinton, TN 37716.

Late bids will not be considered.

BASE & REPEATER EQUIPMENT: The department requires a contract which covers all maintenance and repairs on base station and repeater station equipment except damage caused by lightning or other natural disasters. The contract shall cover all parts and labor on maintenance and repairs on the base equipment including, but not limited to, case, chassis, service on power supplies, duplexers, multicouplers, combiners, cavities, filters, and other system components except damage caused by intentional misuse or mischief. The contract shall cover all aftermarket accessories or modifications made to the base equipment. The contract shall also cover the below noted equipment on a twenty-four (24) hour basis at no extra charge if a service call is needed after normal business hours. The contract shall cover the following base equipment including antennas and related accessories for each:

6	Motorola Quantar UHF Repeater Station	w/System Components
1	Motorola Quantar VHF Repeater Station	w/System Components
2	Motorola XPR8400 UHF Repeater Station	w/System Components
2	Motorola MTR3000 UHF Repeater Station	w/System Components
2	dBSpectra Receive Multicoupler	RX System Component
2	dBSpectra Receive Filter	RX System Component
2	dBSpectra Transmitter Combiner	TX System Component

The contracted service company shall respond to the location of the base equipment in need of service or repair within four (4) hours of notification as this equipment is of a critical nature and must be placed into operable condition as soon as possible. Base equipment in need of service shall be repaired and placed back into service within five (5) working days unless due cause is shown such as required parts are on order. The contracted service company shall provide a temporary replacement for any piece of base equipment which requires service other than on-site repairs and is unable to be placed back into immediate service. This temporary replacement shall be provided at no additional cost. Temporary equipment installation shall be within two (2) hours of removal of equipment to be serviced.

ADDITIONS & DELETIONS: The contract price schedule shall be amended as equipment is added or deleted from contract coverage.

PREVENTATIVE MAINTENANCE & SCHEDULED EQUIPMENT CHECKS: The contract shall include a minimum of four (4) preventative maintenance checks on all radio equipment and related accessories; upon the awarding of the contract and at three (3) month intervals thereafter to ensure all radio equipment is operating properly and meets specifications. The preventative maintenance schedule shall include all base equipment including accessories. The preventative maintenance checks shall also include

inspection and tests of all base station antennas, transmission lines, and lightning arrestors.

PARTS DISCOUNT: The company awarded the contract shall offer any parts or accessories not covered under normal service at a discount as set forth by the contract. This discount shall be shown as a percentage (from 0%) off retail price. All Motorola parts and accessories shall be priced as set forth by the Tennessee Statewide Contract.

LABOR CHARGES: The company awarded the contract shall offer any services not covered by normal maintenance at a specified dollar amount per hour during normal business hours of the service shop. This labor cost will be shown as a dollar amount per person, per hour. Bidder shall note if mileage is added to the cost for on-site work.

TOWER SERVICE: The company awarded the service contract shall have qualified personnel to do any and all installation and repairs to antennas and transmission line located on towers owned, leased, or used by the Anderson County Sheriff's Department. Third party tower companies or service personnel shall not be used unless authorized by the Anderson County ECD.

AFTER HOURS SERVICE: The company awarded the service contract shall provide, at no additional cost over and above the contract price, twenty-four (24) hour service on the base and repeater equipment. Any service calls after normal working hours of the service shop on the above specified equipment shall be covered by the contract and shall be at no additional cost to the Anderson County ECD. Response time for after hours emergency service shall be within four (4) hours of initial notification of needed repairs. No other after hours service will be done unless authorized in advance by the ECD. The company awarded the contract shall indicate the dollar amount per person, per hour for after hours service for service not covered above. Bidder shall note if mileage is added to the cost for after hours, on-site work.

SITE USE: Contracted radio service shop shall be able to provide facility site use at Cross Mountain, Briceville, Tennessee, for the Anderson County ECD to install radio equipment and antenna systems for radio coverage of Anderson County. Facility shall be a secure building for safety and security of the ECD radio equipment. Building shall be of sufficient size for all current and future radio equipment. Tower shall be of sufficient size and height for installation of required antennas and transmission line. Site access shall be provided twenty-four (24) hours a day to the Anderson County ECD by means of a key or other door control to allow immediate entry into the facility. Site facility shall be under exclusive control of the contracted radio service shop. Third party control, access, or shared facilities are not acceptable. Site use shall include all utility costs and use of the facility and shall be noted for all repeater stations, site equipment, and antennas of the Anderson County ECD.

COMMUNITY REPEATER USE: Contracted radio service shop shall provide exclusive use of two (2) FCC licensed UHF community repeater frequencies at Cross Mountain, Briceville, Tennessee; and, Windrock Mountain, Oliver Springs, Tennessee, for use by the Anderson County ECD for emergency and back-up operations.

PERFORMANCE SPECIFICATIONS: Each bidder shall provide to a representative of the Anderson County ECD information to substantiate if the radio service shop has the ability, capacity, skill, and financial resources to provide the requested services to the ECD. Bidders shall also provide information as to the character, integrity, reputation, judgment, experience, and efficiency required to perform the services as set forth in this contract and if the bidder has performed satisfactorily in previous contracts of similar size and scope. Bidders shall supply contact names and telephone numbers of customers where similar services have been performed. The radio service company shall be an ETA International Certified Service Center and shall employ at least two (2) Certified Electronics Technicians with CET R56 certification. Companies submitting bids must have been in business for at least ten (10) years and be able to provide a statement of current assets of a minimum of \$ 1,000,000.00.

INSURANCE: The radio service shop shall be required to provide proof of insurance in the amount of a

minimum of \$ 1,000,000.00 for liability coverage.

MOTOROLA SALES AND SERVICE: The Anderson County ECD uses Motorola radio equipment including base stations, repeater stations, and other radio systems. It shall be preferred that the radio service shop be an authorized Motorola dealer and manufacturer's representative and able to provide sales under the Tennessee Statewide Contract. It shall be preferred that the radio service shop be an authorized Motorola Basic Service Shop and be able to provide Motorola warranty service. The radio service shop shall be able to provide documentation of training and skills of qualified personnel to service Motorola radio equipment including, but not limited to, base stations, repeaters, mobile radios, portable radios, as well as other Motorola systems.

BILLING: The company awarded the contract shall submit an invoice to the Anderson County Emergency Communications District, 101 South Main Street, Suite 440, Clinton, Tennessee, 37716, on a monthly basis at least thirty (30) days prior to the due date on all charges other than the monthly cost of the contract and site use charges. A separate invoice shall be sent for the monthly cost of the contract, repeater, and site use. All invoices shall detail work performed, parts charges, and labor costs. Any billing problems shall be immediately addressed to the Anderson County ECD.

CANCELLATION OF CONTRACT: If at any time the company awarded the contract fails to meet any specified requirement of the contract or if the contracted company fails to adequately provide proper service or workmanship on the radio equipment of the Anderson County ECD, the contract shall be canceled. Determination of adequate service and workmanship shall be by the ECD. The contracted company shall be notified at least ten (10) days in advance and all outstanding bills shall be submitted.

BIDS & AWARDING: The Anderson County ECD will accept bids through the Anderson County Purchasing Department from any two-way radio service shop qualified to service and repair two-way radio equipment meeting the above specifications. The two-way radio service shop shall provide, upon request, information to support the radio shop's ability to properly maintain, service, and repair radio equipment of the Anderson County ECD as set forth in these specifications. Bid shall be "All or None" basis. The Anderson County ECD reserves the right to inspect any and all service and site facilities of each bidder. The contract will be awarded upon examination of all submitted bids. The Anderson County ECD reserves the right to reject any and all bids and to award the bid to the most qualified bidder as determined by the ECD.

If your bid varies from the specifications make a full explanation.

SERVICE CONTRACT PRICE

INCLUDE PRICE BREAKDOWN ON SEPARATE ATTACHMENT

SERVICE CONTRACT PRICE PER YEAR: TOTAL \$ _____

SERVICE CONTRACT PRICE PER MONTH: TOTAL \$ _____

It is our intent to request a five (5) year contract. Please specify the amount of increase, if any, for the second through fifth years.

SECOND YEAR COST: \$ _____

THIRD YEAR COST: \$ _____

FORTH YEAR COST: \$ _____

FIFTH YEAR COST: \$ _____

PARTS DISCOUNT - % OFF RETAIL: _____ %

NORMAL WORKING HOURS - LABOR CHARGES: \$ _____ per hour

AFTER HOURS SERVICE - LABOR CHARGES: \$ _____ per hour

Bidder/Company (Print)

Signature

P.O. Box or Street Address

Representative (Print)

City, State, & Zip Code

Date Telephone

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

**Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>**

(865) 457-6218 Phone
(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts 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.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.