

Anderson County Government

Request for Bids

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

purchasing@andersontn.org
<http://andersontn.org/purchasing>

Bid No.: 4905

Date Issued: August 14, 2018

**Bids will be received until
2:30 p.m. Eastern Time on August 28, 2018**

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 PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Natalie Erb, Director of Finance

BID DESCRIPTION
Bid for Radio Maintenance and Services Contract for the Sheriff's Department. All vendors are to submit one (1) original and two (2) exact copies of their response. <i>Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.</i>

BID # 4905 Radio Maintenance & Service

RADIO MAINTENANCE & SERVICE CONTRACT SPECIFICATIONS

The Anderson County Purchasing Department requires a Radio Maintenance & Service Contract, hereinafter known as the "contract", for repairs, upkeep, installation, and maintenance of the Anderson County Sheriff's Department radio equipment. This contract shall be valid from the date of contract execution for a period of five (5) years, unless otherwise voided or canceled.

BASE & REPEATER EQUIPMENT: The department requires a contract which covers all maintenance and repairs on base station and repeater station equipment except from 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, antennas, transmission line, transmission line connectors, and lightning arrestors 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, Duplexers, Antennas
3	Motorola XPR8400 UHF Repeater Station	w/System Components, Duplexers, Antennas
2	Motorola GR1225 UHF Repeater Station	w/System Components, Duplexers, Antennas
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 back 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.

MOBILE EQUIPMENT: The department requires a contract which covers all maintenance and repairs including parts and labor on the below listed mobile equipment. This shall include, but not limited to, case, chassis, control head, control cable, power cable, antennas, transmission line, transmission line connectors, and all aftermarket accessories or modifications made to the mobile equipment including voice encryption modules and motorcycle interfaces. The contract shall not cover damage caused by intentional misuse or mischief. The contract shall cover the following mobile equipment including antennas and related accessories for each:

104	Motorola CDM1550/LS+ UHF Mobile Radio
3	Motorola CDM1250 VHF Mobile Radio
6	Motorola XTL2500 800 MHz Mobile Radio
86	Motorola XTL5000 800 MHz Mobile Radio
2	Motorola APX6500 800 MHz Mobile Radio
1	Motorola XPR5000 UHF Mobile Radio
1	Motorola XPR5000 VHF Mobile Radio
90	Vertex VXR1000 Vehicular Repeater

The contracted service company shall respond to the Anderson County Sheriff's Department, 101 South Main Street, Clinton, Tennessee, for service to make the necessary repairs within twenty-four (24) hours of notification that a piece of mobile equipment is in need of service or repair. The service company shall be responsible for removal and reinstallation of the mobile radio equipment in addition to the required repairs. If such equipment cannot be immediately repaired and must be taken to the service shop, the radio maintenance supervisor of the Sheriff's Department shall be notified. Mobile radio equipment must be placed back into service within five (5) working days unless due cause can be shown. The contracted service company shall provide a temporary replacement for any piece of mobile 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.

PORTABLE EQUIPMENT: The department requires a contract which covers all maintenance and repairs including parts and labor on the below listed portable equipment. This shall include, but not limited to, case, chassis, antennas, and all portable radio accessories such as external speaker/microphones and aftermarket accessories or modifications including voice encryption modules but shall not include batteries or damage caused by intentional misuse or mischief. The contract shall cover the following portable equipment:

40	Motorola HT1250 UHF Portable Radio	w/Desk Charger
1	Motorola HT1550 UHF Portable Radio	w/Desk Charger
52	Motorola PR860 UHF Portable Radio	w/Desk Charger
12	Motorola XPR6350 UHF Portable Radio	w/Desk Charger
30	Motorola XTS1500 800 MHz Portable Radio	w/Desk Charger
3	Motorola APX8000 TriBand Portable Radio	w/Desk Charger
21	Motorola APX7000 UHF/800 Portable Radio	w/Desk Charger
5	Motorola APX6000 800 MHz Portable Radio	w/Desk Charger
8	Motorola/Klein 6 Unit Rack Charger	

Any portable equipment in need of service shall be picked up by a representative of the contracted service company at the Anderson County Sheriff's Department, 101 South Main Street, Suite 400, Clinton, Tennessee, within twenty-four (24) hours of being notified that a piece of portable equipment is in need of service or repair. The equipment requiring service shall be returned to the Sheriff's Department by the contracted service company within five (5) working days unless due cause can be shown.

ADDITIONS & DELETIONS: The contract price schedule shall be amended as base, mobile, or portable 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 mobile, portable, and 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 Tennessee Statewide Contract SWC-420 or other statewide contacts.

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.

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 following equipment:

6	Motorola Quantar UHF Repeater Station	w/System Components, Duplexers, Antennas
3	Motorola XPR8400 UHF Repeater Station	w/System Components, Duplexers, Antennas
2	Motorola GR1225 UHF Repeater Station	w/System Components, Duplexers, Antennas
2	dBSpectra Receive Multicoupler	RX System Component
2	dBSpectra Receive Filter	RX System Component
2	dBSpectra Transmitter Combiner	TX System Component

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 Sheriff's Department. 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 radio maintenance supervisor of the Sheriff's Department. 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 Sheriff's Department 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 Sheriff's Department radio equipment. Building shall be of sufficient size for all current and planned radio equipment. Tower shall be of sufficient size and height for installation of required antenna(s) and transmission line. Site access shall be provided twenty-four (24) hours a day to the radio maintenance supervisor of the Sheriff's Department by means of a key or other door control to allow immediate entry into the facility. Site facility shall be under control of the radio service shop. Third party control 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.

COMMUNITY REPEATER USE: Contracted radio service shop shall provide exclusive use of two (2) UHF community repeaters located at Cross Mountain, Briceville, Tennessee, and, Windrock Mountain, Oliver Springs, Tennessee, for use by the Anderson County Sheriff's Department for emergency and back-up operations. The UHF repeaters shall be within the frequency range for programming and operation in all current and future department radio equipment.

PERFORMANCE SPECIFICATIONS: Each bidder shall provide to a representative of the Anderson County Sheriff's Department information to substantiate if the radio service shop has the ability, capacity, skill, and financial resources to provide the requested services to the Sheriff's Department. 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. 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 Sheriff's Department uses Motorola radio equipment including base and repeater stations, mobile radios, portable radios, and other radio systems. It shall be preferred that the radio service shop be an authorized Motorola dealer and manufacturers representative and able to provide sales under the Tennessee Statewide Contract SWC-420, or other statewide contracts. 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.

VERTEX-STANDARD SALES AND SERVICE: The Anderson County Sheriff's Department uses Vertex-Standard vehicular repeater equipment. It shall be preferred that the radio service shop be an authorized Vertex-Standard dealer and manufacturers representative and able to provide sales of Vertex-Standard radio equipment. It shall be preferred that the radio service shop be an authorized Vertex-Standard Service Shop and be able to provide Vertex-Standard warranty service. The radio service shop shall be able to provide documentation of training and skills of qualified personnel to service Vertex-Standard radio equipment including, but not limited to, vehicular repeaters.

BILLING: The company awarded the contract shall submit an invoice to the Anderson County Sheriff's Department, 101 South Main Street, Suite 400, 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 addressed to the radio maintenance supervisor of the Sheriff's Department.

CANCELLATION OF CONTRACT: If at any time the company awarded the contact 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 Sheriff's Department, the contract shall be canceled. Determination of adequate service and workmanship shall be by the radio maintenance supervisor of the Sheriff's Department. 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 Purchasing Department will accept bids 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 Sheriff's Department as set forth in these specifications. Bid shall be "All or None" basis. The Anderson County Sheriff's Department 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 Purchasing Agent reserves the right to reject any and all bids and to award the bid to the most qualified bidder as determined by the radio maintenance supervisor of the Anderson County Sheriff's Department.

Vendors providing a bid that varies from the specifications listed herein must provide supplemental explanatory information.

Bid #4905 Price Sheet

Itemized Pricing			
Base and Repeater Equipment	Monthly Cost	Quantity	Total
Motorola Quantar UHF Repeater Station		6	
Motorola XPR8400 UHF Repeater Station		3	
Motorola GR1225 UHF Repeater Station		2	
dBSpectra Receive Multicoupler		2	
dBSpectra Receive Filter		2	
dBSpectra Transmitter Combiner		2	
		Monthly Total	
		Yearly Total	
Mobile Equipment	Monthly Cost	Quantity	Total
Motorola CDM1550/LS+ UHF Mobile Radio		104	
Motorola CDM1250 VHF Mobile Radio		3	
Motorola XTL2500 800 MHz Mobile Radio		6	
Motorola XTL5000 800 MHz Mobile Radio		86	
Motorola APX6500 800 MHz Mobile Radio		2	
Motorola XPR5000 UHF Mobile Radio		1	
Motorola XPR5000 VHF Mobile Radio		1	
Vertex VXR1000 Vehicular Repeater		90	
		Monthly Total	
		Yearly Total	
Portable Equipment	Monthly Cost	Quantity	Total
Motorola HT1250 UHF Portable Radio		40	
Motorola HT1550 UHF Portable Radio		1	
Motorola PR860 UHF Portable Radio		52	
Motorola XPR6350 UHF Portable Radio		12	
Motorola XTS1500 800 MHz Portable Radio		30	
Motorola APX8000 TriBand Portable Radio		3	
Motorola APX7000 UHF/800 Portable Radio		21	
Motorola APX6000 800 MHz Portable Radio		5	
Motorola/Klein 6 Unit Rack Charger		8	
		Monthly Total	
		Yearly Total	

Total Service Contract Price Per Month: \$ _____

Total Service Contract Price Per Year: \$ _____

(In the event of a math error, the itemized pricing will prevail.)

Vendor Name: _____

Bid #4905 Price Sheet Cont.

Site Use – Cross Mountain Price Per Year: \$ _____

Community Repeater Use Price Per Year: \$ _____

Non-Contract Labor Charges during normal working hours:
\$ _____ per person, per hour

Non-Contract Labor Charges outside normal working hours:
\$ _____ per person, per hour

Non-Contract Parts Discount Off Retail: _____ %

Vendor Name: _____

Attachment 1
BID NUMBER: 4905 – Radio Maintenance & Service

SECTION 1 - BID INFORMATION

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

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

Has vendor been in business for at least 10 years? _____

Is vendor able to provide statement of current assets of a minimum of \$1,000,000? _____

Is Vendor an authorized Motorola Dealer and Representative? _____

Is the radio shop an authorized Vertex-Standard Dealer and Representative? _____

Name and Contact Information of Representative to contact to substantiate the above listed information:

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

SECTION 2 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____

Zip _____

Telephone Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

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

State of Tennessee Business License Number:
License # _____

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

Authorizing Signature:

(Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

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

Representative's Signature

Title

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

Notary Public

My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

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

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

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

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

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

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

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

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

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

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

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

**Attachment 4
Insurance Requirement Acknowledgment**

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

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

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

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

Bidders Statement and Certification

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

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

Attachment 5 – Sample Contract for Services

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

Contractor Services. Contractor agrees to provide XXXXXX 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.

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

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

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

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

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

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

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

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

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

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

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

Attachment 5 – Sample Contract for Services

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

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

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

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

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

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

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

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

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

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an 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.

Attachment 5 – Sample Contract for Services

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

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

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

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

Vendor/Supplier:

Signature _____ Date _____

Printed Name _____

Title _____

Name of Company _____

Address _____

City, State Zip _____

Anderson County Government
Administrative Approval:

Natalie Erb, CPA, CTP, Finance Director _____ Date _____

Anderson County Department Head
Approval:

_____ Date _____

Approved as to Form

Law Director _____ Date _____

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. Late bids will not be considered.

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

ANDERSON COUNTY PURCHASING 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 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must in be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

1.28 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.

1.29 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.

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

1.31 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.

1.32 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.

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

1.34 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.

1.35 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.

1.36 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.

1.37 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.

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

1.39 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.

1.40 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>.