



WILLIAMSON COUNTY

Leslie Mitchell, CPPO, CPPB
1320 West Main Street, Suite 130
Franklin, Tennessee 37064
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April 26, 2018

To Whom It May Concern:

Williamson County accepting bids for uniforms for the Sheriff's Department. Minimum bid specifications are enclosed. Please note any exceptions to the bid.

The successful bidder must have a storefront operation with regular business hours within 30 miles of the Williamson County Sheriff's Office, located at 408 Century Court, Franklin, Tennessee.

Bids will be opened Tuesday, May 22, 2018, 2:00 p.m. Bids should be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Uniforms – Sheriff's Department, May 22, 2018, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED**

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

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, Drug Free Affidavit* and *Business Tax and License Affidavit*. Please complete these documents and return them with your bid.

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

If you have any questions, please e-mail lesliem@williamson-tn.org. All questions must be submitted in writing by 4:30 p.m. CST on May 16, 2018. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent

**Minimum Specifications
Uniforms
Williamson County Sheriff's Office**

- Must have a storefront operation within 30 miles of the Williamson County Sheriff's Office at 408 Century Ct., Franklin, TN 37064
- Must include 3 references and their contact information with their bid.
- Must have an in-house seamstress on duty for needed same day alterations.
- Must have a tracking system for all orders. They would need to be able to tell us what items were ordered and what items are on back order.
- Key items must be delivered within 10 business days. The requirements cover breach of contract or reimbursement to the Sheriff's Office for the difference, in cost of the key items, should the items exceed the successful bidder's price.
- If there is an immediate need and the contracted vendor cannot supply an item immediately, Williamson County reserves the right to purchase those items from another vendor without violating the agreement.
- This contract will be a one year term with an option to renew for up to four additional one year terms. Renewals shall be at the discretion of Williamson County.
- The Successful bidder shall provide the Williamson County Sheriff's Office with the name of the person who will represent the bidder in the administration of the Agreement. The person must be within the level of management capable of acting without recourse in making decisions regarding the obligations and terms provided in the Agreement.
- The manufacturer and style numbers listed on the bid sheet are the official uniform items for the Williamson County Sheriff's Office. No substitutions will be allowed.
- The bid will be evaluated based on the key items.
- Bid must be submitted on provided bid sheet.

The bidder has received the following addenda:

Addendum # _____ Dated _____
Addendum # _____ Dated _____
Addendum # _____ Dated _____

Company Name _____
Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____ Fax _____

Email Address _____

Date _____

Williamson County Sheriff's Office Uniform Program Bid Sheet

Pricing must include delivery

Manufacturer	Style #	Description	Unit Price
		Key Items	
Fechheimer	38255	Ladies Trousers - Green	
Fechheimer	38205	Men's Trousers - Green	
Tru Spec	1063	Tru Spec Coyote Pant	
Tru Spec	4117	BDU Coyote Belt	
Tru Spec	1369	Women's Tru Spec Coyote Pant	
Fechheimer	UD12033	LS Women's Tan Shirt	
Fechheimer	UD12023	LS Men's Tan Shirt	
Fechheimer	UD12013	SS Women's Tan Shirt	
Fechheimer	UD12003	SS Men's Tan Shirt	
Premier	218F	SGT Stripes	
Premier	318F	CPL Stripes	
511	72049-860	Dk Gr. L/S Polo w/mono badge(fitted cuff)	
Sanmar	CS410	Men's Dk Gr. S/S Polo w/mono badge	
Sanmar	CS411	Women's Dk S/S Gr. Polo w/mono badge	
Tru Spec	1243	Tru Spec BDU L/S Shirt(velcro in 5 places added)	
Tru Spec	1247	Tru Spec BDU Pant	
Proper	F525250330	Tactical Pant	
Proper	F529550330	Tactical Pant Female	
Proper	F531250330	Tactical L/S Shirt	
Proper	F531150330	Tactical S/S Shirt	
	Rectangle	Velcro Name Tape (black or gold on green)	
Neese	475RSC3M	Rain Coat - long single layer yellow slicker	
Outdoor Cap	KN-400	Black Knit Hat w/Sheriff in Gold	
Outdoor Cap	TGS1925X	Blk Cap Flex Fit w/mono badge in Gold	
Spiewak	S318Z	Spiewak Fleece Jacket/Liner Green	
Spiewak	SH3466	Spiewak Outer Shell - Green	
Spiewak	S578VS	HI VIZ Parka (Thigh length)	
Safariland	90081	Gold belt buckle	
Dutyman	1321U	Basketweave Belt	
Bianchi	22063	Bianchi Handcuff Case Closed w/Hidden Snap	
Bianchi	22966	Bianchi Handcuff Case Open	
Bianchi	22178	Bianchi Handcuff Case Double w/Hidden Snap	
Bianchi	22091	Bianchi .75" Keepers (4 pack) Hidden Snap	
Bianchi	22103	Bianchi 2oz OC Holder w/Hidden Snap	
Safariland	6360283481	Level 3 Holster - Right for Glock 23	
Safariland	6360283482	Level 3 Holster - Left for Glock 23	
Safariland	636083481	Level 3 Holster - Right for Glock 22	
Safariland	636083482	Level 3 Holster - Left for Glock 22	
Safariland	6360832481	Level 3 Holster - Right for Glock 22 w/TLR1	
Safariland	6360832482	Level 3 Holster - Left for Glock 22 w/TLR1	
Safariland	63602832481	Level 3 Holster - Right for Glock 23 w/TLR1	
Safariland	63602832482	Level 3 Holster - Left for Glock 23 w/TLR1	
Bianchi	17705	Bianchi Inner Belt - XS Nylon	
Bianchi	17706	Bianchi Inner Belt - S Nylon	
Bianchi	17707	Bianchi Inner Belt - M Nylon	
Bianchi	17708	Bianchi Inner Belt - L Nylon	
Bianchi	17709	Bianchi Inner Belt - XL Nylon	
Bianchi	17710	Bianchi Inner Belt - 2XL Nylon	
Bianchi	22236	Bianchi Outer Belt - 26 w/Gold Buckle	

Manufacturer	Style #	Description	Unit Price
Bianchi	22244	Bianchi Outer Belt - 28 w/Gold Buckle	
Bianchi	22245	Bianchi Outer Belt - 30 w/Gold Buckle	
Bianchi	22246	Bianchi Outer Belt - 32 w/Gold Buckle	
Bianchi	22247	Bianchi Outer Belt - 34 w/Gold Buckle	
Bianchi	22248	Bianchi Outer Belt - 36 w/Gold Buckle	
Bianchi	22249	Bianchi Outer Belt - 38 w/Gold Buckle	
Bianchi	22250	Bianchi Outer Belt - 40 w/Gold Buckle	
Bianchi	22251	Bianchi Outer Belt - 42 w/Gold Buckle	
Bianchi	22252	Bianchi Outer Belt - 44 w/Gold Buckle	
Bianchi	22253	Bianchi Outer Belt - 46 w/Gold Buckle	
Bianchi	22237	Bianchi Outer Belt - 48 w/Gold Buckle	
Bianchi	25341	Bianchi Double Magazine Holder w/Hidden Snap	
Bianchi	22265	Bianchi Open Double Mag Pouch	
Bates	942	Bates Lite Hi-Gloss Oxford (dress shoe)	
Rocky	2149	Fort Hood black boot w/zipper	
Haix	340001	Black Eagle athletic 20 low	
First Tactical	165010	Men's 7" Operator Boot (Black or Coyote)	
First Tactical	165001	Men's 6" Side Zip Duty Boot - Black	
First Tactical	165000	Men's 8" Side Zip Duty Boot - Black	
First Tactical	166001	Women's 6" Side Zip Duty Boot - Black	
First Tactical	166000	Women's 8" Side Zip Duty Boot - Black	
First Tactical	165003	Men's 8" Waterproof Side Zip Boot - Black	
First Tactical	166003	Women's Waterproof Side Zip Boot - Black	
Rocky	2090	Paraboot - side zip - Shiny Toe	
Weibrenner	8316833	Thorgood crosstrainer Clarino Hi Gloss Boot	
511	12004	511 Atac Storm 8" side zip Waterproof	
511	12001	511 Atac Storm 8" side zip	
511	12025	511 6" Boot (women's)	
Danner	21210	Acadia-full grain leather non insulated	
Danner	69210	Acadia-200g of insulation	
Danner	43013	Stryker w/side zipper	
Danner	43003	Stryker w/out zipper	
Danner	69110	Fort Lewis 10" waterproof-fiberglass shank toe	
New Balance	NBMTB	New Balance Black Walking Shoe	
Blackinton	3/8GLD	Collar Brass Gold WCSO	
REEVES	50	Name Plate Gold	
REEVES	YS	Serving Since Tag	
Premier	P50-GTN	Tie Bar w/TN seal	
Premier	P602	CPL (Shirt) Lg. Military Style	
Premier	P604	SGT (Shirt) Lg. Military Style	
Premier	P606	SSgt. (Shirt) Lg. Military Style	
Premier	P1300	Lt (Shirt) Lg. Military Style	
Premier	P1302	Capt. (Shirt) Lg. Military Style	
Blackinton	B2905	Breast Badge - HiGlo	
Blackinton	B2905	Wallet Badge - HiGlo	
D&K	DK71	Badge Wallet	
HERO'S PRIDE	9110	Badge Wallet	
Strong	81110-0682	Badge Holder for Belt (Recessed -cut out)	
Samuel Broome	90043	Clip On Tie - Green - Long 20"	
Samuel Broome	90129	Velcro Neck Tie	
Stratton	S40TB-CRG	Campaign Straw Triple Brim	
Premier	P8008	Campaign Cords - Gold	
Stratton	Chinstrap	Leather KY Strap - Black	
Stratton	HATTRAP	Hardside Storage Case for Hat	
ZAK	ZT14P	Polymer Pocket Key	

Manufacturer	Style #	Description	Unit Price
Smith & Wesson	350103	S/W Chained Hand Cuffs	
Peerless	PR-4003	Peerless Model 801N Hinged	
ASP	52411	Baton 21 inch	
ASP	52611	Baton 26 inch	
ASP	52633	Asp Scabbard Holder 26"	
ASP	52433	Asp Scabbard Holder 21"	
Streamlight	69110	TLR1 Light for Pistol	
Streamlight	75713	Stinger LED w/AC - DC, up to 350 lumens	
Bianchi	22097	Bianchi Stinger Holder-Leather (Size 2)	
Fenix	TK16L2BK	Fenix TK16 Flashlight---smaller light	
First Class Uniform	FCSV34SHE	Traffic Vest -Sheriff	
Tact Squad	TG100	Black Neoprene Gloves (S - XXLG)	
Sanmar	CS410	Royal Blue S/S Shirt - Male (XS-4X) w/mono	
Sanmar	CS411	Royal Blue S/S Shirt - Female (XS-4X) w/mono	
Sanmar	CS410LS	Royal Blue Long Sleeve Shirt w/mono	
HOOK FAST	NP10003	Name Plate (White on Black) Magnetic	
Dutyman	1521U	Basketweave Garrison Belt (Leather w/Buckle)	
Horace Small	HS3424	Black Winter Coat w/Liner XS-4XL (Reg/Long)	
RING	RG307-12	Safety Gloves	
Rothco	5487	Safety Gloves- Thicker, more insulated (winter)	
Neese	NV135	Yellow-Green Safety Vest Crossing Guard	
Blackinton	8780	OD Green Carrier w/velcro strip & breast patch	
Blackinton	8781	OD Green L/S Shirt w/gold patches	
Blackinton	8782	OD Green S/S Shirt w/gold patches	
TACT SQUAD	MB-200GN	Motor Pants Green 30-48 (even waist only) Lengths 25,27,29 - stirrups optional	
Taylor	445OZ	Blk. Leather Jacket 36-50 (chest measurement)	
Blauer	233R	Reversible HiVis Rain Jacket XS-5XL (Short, Regular & Tall)	
Blauer	134-1	Rain Pants HiVis XS-5XL (Short, Reg & Tall)	
Chippewa	27950	Motor Boot size 7-14 (D or EE width)	
Blauer	GL103	Strike Shooting Glove	
Fechheimer	UD12001	White S/S Shirt	
Fechheimer	UD12021	White L/S Shirt	
		Other Items	
		Pants	
TRU SPEC	1064	Tru Spec OD Green Pant	
Proper	F5619-75-330	Tactical Duty Belt - Green	
First Tactical	114011	Men's V2 Tactical Pant	
First Tactical	124011	Women's V2 Tactical Pant	
First Tactical	143009	Tactical Belt	
		Shirts	
Sanmar	CS412	L/S Tan Polo w/mono badge	
Sanmar	CS410	S/S Tan Polo w/mono badge	
Sanmar	CS410	S/S BLACK polo w/mono badge	
Sanmar	CS412	L/S BLACK polo w/mono badge	
First Tactical	112509	Men's Performance Polo S/S w/mono badge	
First Tactical	122509	Women's Performance Polo S/S w/mono badge	
Tru Spec	2553	Olive Drab L/S Tact. Response Shirt	
BLAUER	8370	Armorskin Carrier Tan	
BLAUER	8371	L/S Base Shirt (for Carrier)	
BLAUER	8372	S/S Base Shirt (for Carrier)	
		Outerwear	
Proper	F5115-46388	Prop. Nomex Flight Suit	
		Leather	

Manufacturer	Style #	Description	Unit Price
Bianchi	23859	Bianchi Handcuff Case w/hidden snap Size 2 (Lg)	
Bianchi	22115	Bianchi Leather Glove Case w/ Hidden Snap	
Safariland	6354-83-131	Thigh Holster Glk 22 w/o light Black Right	
Safariland	6354-83-132	Thigh Holster Glock 22 w/o light Black Left	
Safariland	6354-832-131	Thigh Holster Glock 22 w/light Black Right	
Safariland	6354-832-132	Thigh Holster Glock 22 w/light Black Left	
Bianchi	22113	Bianchi Radio Case w/Swivel	
Safariland	763-4	Safariland B/W Radio Holder	
Safariland	775-83-48	Triple Open Mag Holder (Molded)	
Safariland	79-83-48	Double Open Mag Holder (Molded)	
Boots			
Bates	2261	Bates Ultralight 8" Zipper Boot	
Bates	2268	Bates Waterproof GX 8" Zipper	
Bates	2266	Bates Waterproof Quarter Boot	
Ridge	7001	Ridge Hi-gloss Oxford - Dress Shoe	
ROCKY	2173	Rocky Alpha Force 8"	
Weibrenner	8346528	8" Leather Boot	
Weibrenner	8346526	Chukka Boot	
Rocky	2080	Rocky Portland Lace to Toe boot- Black H2O proof	
Reebok	RB8894	Reebok Tan Boot 8" w/side zip w/steel toe	
Reebok	RB8895	Reebok Tan Boot 8" w/side zip	
511	12030	Taclite 6 coyote boot- tan no zipper	
511	12031	Taclite 8 coyote boot- tan no zipper	
Haix	340002	Black Eagle Athletic 20 Mid	
Haix	300103	Black Eagle Tactical 20 high	
Blauer	FW016LT	Clash LT Boot 8" Twist Knob (Specify Tan or Black)	
Bates	E03140	Bates Durashock lace to toe	
Jewelry			
Premier	P2434	F.T.O. Pin	
Premier	P1326	Black Captain Collar Brass	
Premier	P1324	Black Lieutenant Collar Brass	
Blackinton	P4207-G	Rectangle US Colored Flag	
Hats and Ties			
Samuel Broome	90010	Clip On Tie - Green - Regular 18"	
Samuel Broome	90063	Clip On Tie - Green X- Long 22"	
Samuel Broome	90156	Cross Over Tie - Green	
Premier	P9002	Campaign Rain Cover- Clear Large	
Premier	P9002	Campaign Rain Cover- Clear X-Large	
Miscellaneous Equipment			
Bianchi	22119	Silent Key Holder (basket weave)	
Premier	P10003	Shirt Stays	
Rothco	7198	Shirt Stays- Stirup kind	
Premier	P10013	White Shirt stay- Around the waist- goes to 48"	
Premier	P10014	Neck Extenders	
Pro-Gard	D2950	Seat Organizer	
Premier	PBG081	Gear Bag	
ZAK	ZT14-xl	Long Hand Cuff Key w/clip	
ZAK	ZT55	Metal Key Belt Clip	
Peerless	PR-6501	Peerless Model 700 Chained	
Peerless	PR-6510	Peerless Model 703 Leg Irons	
Saunders	SA21017	Clipboard	
Somar	SSA-45	Clipboard- Smaller and thinner	
Saunders	SA12205	Citation Holder	
Streamlight	75175	Replacement battery for all Stinger LED flashlights	

Manufacturer	Style #	Description	Unit Price
Streamlight	76514	Poly-Stinger Flashlight - 90 lumens	
Streamlight	75014	Stinger Flashlight - 90 lumens	
Streamlight	75013	Stinger XT Flashlight	
Maglight	M2A01H	Mini Mag light (w/nylon holder & battery)	
Fenix	FNXPD35XL	Fenix PD 35 light---smaller light	
Fenix	A53032	Batteries for Fenix Lights- non rechargeable 4 pack	
Bianchi	22095	Bianchi Mini Maglite Holder (Size 1)	
Streamlight	75903	Traffic Cone for Stinger (Orange)	
Hamburger			
Woolen & Co	LEDBATON	LEDBATON- Light baton	
Edge	TSM216	Polarized/Safety Black Glasses	
		Crossing Guards	
Outdoor Cap	GL-271	Black Ball Cap - Crossing Guard in Gold	
Outdoor Cap	KN-400	Black Knit Hat w/Crossing Guard in Gold	
Neese	475RSC3M	Rain Coat - long single layer yellow slicker	
Premier	P4916	Whistle	
Premier	P4908	Chain for whistle	
Horace Small	HS3423	Green Winter Coat w/Liner XS-4XL (Reg/Long)	
Hamburger			
Woolen & Co	STOP-1	18" Stop Sign w/wooden handle	
		Nylon Gear	
Blackinton	3/8GLD	Collar Brass Gold C.E.R.T	
Bianchi	23378	Outer Belt XS (28)	
Bianchi	23379	Outer Belt SM (28-34)	
Bianchi	23380	Outer Belt Med (34-40)	
Bianchi	23381	Outer Belt Lg (40-46)	
Bianchi	23382	Outer Belt XL (46-52)	
Bianchi	31304	Belt Keepers 4 pack	
Bianchi	31397	Mag Pouch Open	
Bianchi	31303	Mag Pouch Closed	
Bianchi	31305	Spray Case	
Bianchi	31403	Cuff Case Open	
Bianchi	31300	Cuff Case Closed	
Bianchi	31393	Double Closed Cuff Case	
Bianchi	31315	Flashlight Holder	
Bianchi	31316	Glove Pouch	
Safariland	636083131	Level 3 Glock 22 Right	
Safariland	636083132	Level 3 Glock 22 Left	
Safariland	6360283131	Level 3 Glock 23 Right	
Safariland	6360283132	Level 3 Glock 23 Left	
Safariland	6365832131	Level 3 Glock 22 Right w/light	
Safariland	6365832132	Level 3 Glock 22 Left w/light	
Safariland	63652832132	Level 3 Glock 23 Right w/light	
Safariland	63652832131	Level 3 Glock 23 Left w/light	
		Honor Guard	
Premier	P5406	Black Shoulder Braid	
Premier	P5400	Gold Shoulder Braid	

Can you deliver key items within 10 business days? Yes or No _____

Do you have store front operation within 30 miles of WC Sheriff's Office? Yes or No _____

Will you honor bid for up to five years? Yes or No? _____

**AGREEMENT
PURCHASE OF SERVICES AND GOODS**

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

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

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

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

**ARTICLE I
VENDOR'S DUTIES**

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

- A. The Vendor shall rent uniforms to the County that meet or exceed the specifications provided in the bidding specifications contained in the bid request documents to the location and in the manner specified by the County. The uniforms shall not be considered accepted by the County until such time that the County has had an opportunity to inspect the uniforms;
- B. Vendor warrants that the uniforms and related services shall strictly conform to the requirements of this Agreement;
- C. The Vendor shall strictly supervise the services and bear full responsibility for any and all acts or omissions of those engaged in the provision of uniforms or related services on behalf of the Vendor;
- D. The Vendor hereby warrants that the labor furnished under this Agreement shall be competent to perform the tasks undertaken, that the uniforms and other materials provided shall be of high quality, and will strictly comply with the requirements of this Agreement. Any uniforms or services provided hereunder not strictly complying with the requirements of this Agreement shall constitute a breach of the Vendor's warranty;
- E. Vendor shall be responsible for the cost of storing, moving, and transporting the uniforms and other materials.
- F. Vendor shall provide the uniforms at the location and within the time specified by the County.
- G. **SUBSTITUTIONS FOR THE UNIFORMS LISTED IN THE LIST PROVIDED BY COUNTY IN ITS BID PACKAGE ARE NOT PERMITTED UNLESS EXPRESSLY APPROVED BY COUNTY IN WRITING PRIOR TO DELIVERY.**

**ARTICLE II
TERM AND TERMINATION**

- A. **Term.** The initial term of this Agreement shall begin on July 1, 2018 and shall extend to June 30, 2019 unless otherwise terminated or extended as provided herein. This Agreement may be extended if agreed in writing by the parties. The option to extend shall be exercised and in the discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County's Attorney and the Purchasing Agent and signed by the Williamson County Mayor. In no event shall the term of this Agreement extend beyond five (5) years.

B. Termination.

1. *Termination - Breach.* Should Vendor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, County shall have the right to immediately terminate this Agreement. Such termination shall not relieve Vendor of any liability to County for damages sustained by virtue of any breach by Vendor.
2. *Termination - Funding.* Should the County's legislative body fail to fund the provision of the uniforms or related services, County shall have the right to terminate this Agreement immediately upon written notice to the Vendor.
3. *Termination - Notice.* Either party may terminate this Agreement at any time upon the provision of thirty (30) days written notice to the other party.
4. *Termination - Agreement.* The parties may terminate this Agreement at any time by written agreement.
5. *Termination - Bankruptcy.* County may terminate this Agreement if Vendor, or any successor or assignee of Vendor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Vendor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Vendor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

**ARTICLE III
FEE - FIXED PRICE**

- A.** Williamson County shall pay and the Vendor shall accept, as full and complete payment for the Vendor's provision of the uniforms and the timely performance of its obligations hereunder, the fees as defined in the Vendor's bid response which is attached hereto and made a part of this Agreement, less any disputed fees. The fee shall not be modified except by written agreement signed by both parties.
- B.** Neither payment to the Vendor nor acceptance of the goods by the County, nor any other act or omission by the County shall be interpreted or construed as an acceptance of any uniforms provided hereunder that are not strictly in compliance with the type and make of the uniforms provided in the bid specifications which is part of this Agreement.
- C.** In addition to all other rights available to the County, the County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion previously paid to the Vendor due to:
1. The quality or quantity of uniforms not being in accordance with the requirements of this Agreement;
 2. Loss caused by the Vendor or while acting on behalf of the Vendor; or
 3. The Vendor's failure or refusal to perform any of its obligations to Williamson County.
- D.** In the event that County makes written demand upon the Vendor for amounts previously paid by Williamson County as contemplated in this Article, the Vendor shall promptly comply with such demand.
- E.** If within forty-five (45) days from the date payment to the Vendor is due, Williamson County, without cause or basis hereunder, fails to pay the Vendor any undisputed amount then due and payable to the Vendor, the Vendor shall have the right to cease providing the uniforms until receipt of proper payment after first providing thirty (30) days written notice to the County of the Vendor's intent to cease the provision of the uniforms.

**ARTICLE IV
REPRESENTATIONS OF THE VENDOR**

- A.** In order to induce County to execute this Agreement and recognizing that the County is relying thereon, the Vendor, by executing this Agreement, makes the following express representations to Williamson County:
1. It is fully qualified to act as the vendor and has, and shall maintain, all licenses, permits, or other authorizations necessary to act as the vendor to provide the uniforms and all related services required by this Agreement;

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

ARTICLE V ETHICAL STANDARDS

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

ARTICLE VI INDEMNIFICATION AND HOLD HARMLESS

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

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

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

ARTICLE VII INSURANCE REQUIREMENTS

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

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

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

ARTICLE VIII GENERAL PROVISIONS

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

B. *Arbitration.* Any arbitration clause included in this Agreement or any other documentation related to this Agreement is void.

C. *Choice of Law.* The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.

Tennessee law shall govern regardless of any language in any attachment or other document that the Vendor may provide

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

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

F. Notices.

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

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

3. **Addresses.**

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

b) If to Vendor: _____

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

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

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

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

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

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

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

N. Employment of Illegal Immigrants. The Vendor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable

laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.”

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

P. *Authority of a Governmental Entity.* Williamson County cannot agree to any terms which limit its rights or opportunities to legal recourse in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of Williamson County granted by constitution or statute, may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement or any other document provided for the Vendor is void.

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

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

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

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

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

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

LAST ITEM ON PAGE

AFFIDAVITS AND SIGNATURE PAGE FOLLOWS

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

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

And Further Affiant sayeth not:

By: _____ Title: _____

Address: _____

State of Tennessee
County of Williamson

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in Franklin, Tennessee, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

Ethical Standards Affidavit

State of _____

County of _____

Ethical Standards Affidavit. After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of _____. (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as a Contractor, officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any Services or Work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no Federal, State, or County appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any Federal, State, or County contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or County contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

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

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

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

Certification Requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant sayeth not.

Principal Officer

STATE OF _____
COUNTY OF _____

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

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

Notary Public

My commission expires:

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

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

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

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

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

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

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

State of Tennessee
County of Williamson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in Franklin, Tennessee, this ____ day of _____, 201__.

Notary Public

My Commission Expires:

Business Tax and License Affidavit

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

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

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

WILLIAMSON COUNTY, TENNESSEE:

Williamson County Mayor

Purchasing Agent:

**RECOMMENDED:
Department Head**

Department:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Department of Risk Management

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date: _____

VENDOR:

By:

Title:

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

Notary Public

My Commission Expires: _____