

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>

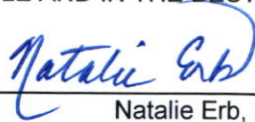
Bid No.: 4817

Date Issued: March 19, 2018

**Bids will be received until
10:30 a.m. Eastern Time on April 2, 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 three (3) K9s for the Sheriff's Department.

All vendors are to submit one (1) original and one (1) exact copies of their response.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

Bid #4817 Scope of Work

Anderson County is seeking bids for K9 dogs for the Sheriff's Office. The County anticipates purchasing three (3) Selection tested dual purpose dogs.

Purpose: This Statement of Work (SOW) outlines the requirements and procedures for vendors submitting dogs for evaluation and possible purchase by the Anderson County Sheriff's Office.

SECTION 1: Canine Requirements

SECTION 2: Procurement Process

SECTION 1 Canine Requirements

1.1 General Requirements

Breed: The German Shepherd, Belgian Malinois, and Dutch Shepherd are the acceptable breeds.

Age: Dogs must be at least 12 months, but not more than 24 months of age, at time of the evaluation.

Sex: Male

Height and Weight: Height and weight must be proportional to the dog's frame and skeletal size. Dogs must not be overweight or underweight for their conformation. Severely overweight or underweight dogs will not be accepted.

Color: Any color typical for the breed is acceptable.

1.2 Health Requirements

All dogs must be in excellent health with no acute or chronic disease or condition, which could either hamper their ability to perform, or would be excessively costly to treat. At the time of evaluation, each animal must be medically able to enter training.

Medical Screening of Radiographs of Candidate Dogs: Vendors must submit diagnostic elbow and hip radiographs of elbow and hip conformation. Minimum data imprinted ("flashed") permanently on the radiograph at the time of exposure will include dog identification (name, tattoo/brand number, and/or microchip number), whelping date (or age at time of radiographic examination), and date of examination. The cost of medical examinations performed by private veterinarians is not reimbursed by the government.

Gait: All dogs must display normal mobility at a walk and run. Dogs are disqualified for any gait abnormality which could affect the dog's ability to perform.

Skin and Coat: Skin and coat must be healthy in appearance, displaying no evidence of chronic dermatitis, allergies, infections, injuries or marked external parasite infestation (e.g., mange, fleas, etc.). A matted, unthrifty hair-coat may not be grounds for disqualification but will raise concern about the dog's general health.

Teeth and Jaws: Dogs will have normal dentition and dental occlusion, not overshot or undershot jaws. All four canine teeth must be present and must not be weakened by notching, enamel hypoplasia or abnormal, excessive wear. They will not have more than 1/3 inch of the tip missing or have pulp cavity exposed. Oral infection or excessive periodontal disease may be grounds for disqualifying a dog. Broken teeth or excessively worn teeth may be disqualifying.

Heart and Lungs: Heart sounds, rate and rhythm must be normal (e.g., no murmurs, arrhythmia, etc.). In general, the cardiovascular and respiratory system must be normal at rest and upon exercise.

Limbs and Joints: Any condition of the bones, joints or muscles that might hamper or restrict the normal performance of duty is grounds for disqualification. Examples include but are not limited to:

- Hip dysplasia and elbow dysplasia. A malformation of the hip and elbow joints, respectively, which usually results in degenerative joint disease, arthritis and chronic lameness. Radiographic evidence of hip dysplasia or elbow dysplasia or degenerative joint disease, as determined by veterinarians assigned to Anderson County Sheriff's Office canine Unit, will disqualify a dog.
- Fractures, which are unhealed, are disqualifying. Healed fractures resulting in significant bone or joint conformation changes or lameness are disqualifying.
- Ligament damage, osteoarthritis, etc., of the limb joints is generally disqualifying.
- Transitional vertebrae of the caudal lumbar spine, lumbosacral junction or sacrum are disqualifying. Asymmetric pelvic attachment is also disqualifying.

Nervous System and Basic Senses: Any defect in the nervous system, to include the basic senses of vision, hearing and sense of smell, is disqualifying. Examples include, but are not limited to:

- opacities of the cornea
- eyelid deformities
- cataracts
- retinal degeneration
- chronic otitis

- acute or chronic rhinitis/sinusitis
- spinal disease

Heartworms: All dogs submitted for purchase must be free of heartworm infection (*Dirofilaria immitis*). The presence of heartworm infection will be determined by using a heartworm antigen test. A negative heartworm concentration test (filtration or Knott's) is not sufficient evidence to declare the animal heartworm-free.

Intestinal Parasitism: Infection with intestinal parasites (roundworms, hookworms, tapeworms, etc.) may not be disqualifying, depending on the level of infection and the overall condition of the animal. Presence of intestinal parasites is, however, an indication of poor care and will raise concern about the dog's general health.

External Parasitism: Presence of fleas, ticks, lice or mange mites may not be disqualifying, depending on the amount of infestation, the degree of associated skin disease, and the overall condition of the dog. Presence of external parasites is, however, an indication of poor care and will raise concern about the dog's general health.

Immunization: All dogs presented must have been vaccinated within the previous 12 months for rabies, canine distemper, canine adenovirus (TYPE 2), coronavirus, parainfluenza, parvovirus and leptospirosis. A vaccination certificate with individual dog identification (name, tattoo, brand, or microchip #) must be provided on all dogs. This facilitates health certificate preparation, if the dog is to be returned to the vendor.

Socialized; All dogs presented must be socialized to medical examinations. Dogs that cannot be properly examined due to poor socialization will be rejected. Rejected dogs can be returned after behavior has been modified to allow medical examination.

Reproductive and Urinary System : Any congenital or conformational abnormality is disqualifying, if the defect requires long-term medical treatment or results in a shortened working life of the dog. (e.g., cryptorchidism is not disqualifying unless the retained testicle results in medical complications not treatable by simple orchidectomy. A juvenile vulva resulting in urine scalding is disqualifying.)

Eye problems:

- Cataracts, which can also be caused by certain conditions such as diabetes, but in younger dogs, these are most often hereditary
- CEA or Collie eye anomaly, a condition seen exclusively in Collies and can lead to retinal detachment
- Ectropion or entropion, which involve the sagging of the eyelids and can lead to conjunctivitis
- Glaucoma, which can cause impaired vision
- Lens luxation, which often leads to glaucoma and blindness
- Retinal atrophy, which can cause blindness if not stopped in a timely manner

Dog Musculoskeletal Disorders:

- Chondrodysplasia, which involves an impaired development of the carpal and radius bones and may cause extreme pain.
- Elbow dysplasia, which involves a malformation of the elbow joints and will manifest through lameness and pain.
- Hip dysplasia, which is similar to elbow dysplasia, but the hip bones are malformed and can lead to osteoarthritis
- Panosteitis, which can cause sudden lameness and manifests typically during puppyhood or adolescence
- Patellar luxation

Heart Conditions in Dogs:

- Aortic stenosis, caused by a narrowed aorta, leading to a limited amount of blood that reaches the organs
- Mitral valve disease involves a leaky valve
- Tricuspid valve dysplasia, which also involves the presence of leaky valve and may be fatal
- Cardiomyopathy, which is a lack of muscle control over the ventricles and will manifest through irregular heartbeat, being potentially fatal
- Canine Endocrine Diseases
- Diabetes mellitus, which involves the incapacity to process the blood glucose and may cause weight loss and frequent urination
- Hyperthyroidism, involving and excessive production of thyroid hormones by the thyroid gland
- Hypothyroidism, involving a deficit in the production of the thyroid hormones (T3, T4 and TSH)
- Blood Diseases in Dogs
- Autoimmune hemolytic anemia (AIHA) which is due to the fact that many red blood cells are destroyed by the immune system and will lead to anemia

- Hemophilia, also known as Von Willebrand's disease, causing a longer bleeding time when the dog is cut or injured

Other Inherited Disorders:

- Lupus
- Deafness, may be congenital in some dogs
- Epilepsy, which manifests through seizures
- Renal dysplasia, a deficiency that will cause an inability to process proteins
- Tracheal narrowing, affecting mostly brachycephalic breeds

1.3 Warranty Requirements

Dogs must be warranted from behavioral problems, genetic and hereditary diseases for a period of two years after purchase. Dogs not meeting the warranty shall be returned to the vendor genetic or hereditary disease by the for a replacement or refund at the County's discretion. Such genetic and or hereditary diseases are listed below but is not all inclusive.

Eye problems:

- Cataracts, which can also be caused by certain conditions such as diabetes, but in younger dogs, these are most often hereditary
- CEA or Collie eye anomaly, a condition seen exclusively in Collies and can lead to retinal detachment
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SECTION 2 Procurement Process

Dogs must be available for delivery on or before April 6, 2018. Once a Purchase Order is issued, the canine will go through behavioral and medical screening processes before being accepted by the County. The screening process is carried out in three separate parts:

- 2.1 Behavioral Pre-Screening
- 2.2 Medical Evaluation
- 2.3 Behavioral Evaluations

The entire procurement period 10 working days (Monday through Friday excluding holidays) from arrival date at the Anderson County Sheriff's Office Canine Unit.

The Anderson County Sheriff's Office will not incur any extra cost such as insurance on dogs; this will be the responsibility of the vendor at their own discretion. Vendors are responsible for the crating and shipping of each canine submitted for evaluation. The Anderson County Sheriff's Office will not pay transportation costs for dogs submitted for evaluation. Dogs that fail the screening process must be retrieved by the vendor within five (5) business days of notification from the Sheriff's Office.

Vendors will deliver dogs to the Anderson County Sheriff's Office Canine Unit (101 S. Main Street Suite 400, Clinton, TN37716) or make other agreeable transportation arrangements. Before delivering dogs for evaluation, vendors must notify canine unit telephone number (865) 659-7551, at least 24 hours in advance to schedule an appointment to deliver dogs. Vendors must provide the dog's name; breed when calling the canine unit before delivering dogs. To ensure proper identification, all dogs submitted for evaluation must have flat leather or nylon collars with the dogs' name affixed to the collars. The collars must be strong enough to restrain the dogs.

2.1 Behavioral Pre-Screening

Dogs presented for purchase must successfully perform specified tasks and clearly demonstrate the potential to be trained to perform other tasks. Dogs will be evaluated on their ability to meet the standards set forth in this statement of work. However, in addition to acceptable performance during testing, all candidate dogs must be generally alert, active, outgoing, and confident. Any of the following defects in behavior may be caused for rejection.

The defects include but not limited to:

- Inability to work in proximity to people or other dogs because of pronounced aggressiveness.
- Handler-aggressiveness.
- Excessive panting not due to heat or exercise.
- Unwillingness to comply or cooperate with handlers.
- Fear, shyness, or nervousness in response to people.
- Excessive struggle or aggression when being crated or uncrated.
- Sensitivity or fear in response to environmental stimuli such as interiors of buildings, slick surfaces, elevated surfaces, stairs, noisy objects, crowds of people, and other stressors/distracters
- Pronounced or uncontrollable leash-biting.

2.2 Medical Evaluation

Upon arrival at Anderson County Sheriff's Office, veterinarians' assigned to the canine unit will examine all dogs that have passed the initial process. This evaluation may

include a complete physical examination; collection of blood, urine and fecal samples for routine testing; and anesthesia and radiographs of the hips and elbows to confirm compliance with all health requirements listed in Section 1.2. The veterinarian will assess abnormalities to determine the presence of acute or chronic disease processes that may have long-term medical care implications for the dog. If further evaluation is warranted, tests may be completed at the discretion of the veterinarian or the dog may be deemed unacceptable.

2.3 Behavioral Evaluation

Environmental testing: Testing of the potential patrol dog begins with introducing the dog to a complex environment while walked on leash by a handler. Ideally, this environment is unfamiliar to the dog and features a number of intense stimuli that can be used to test the animal's environmental stability, or "boldness." Stimuli of interest include tight spaces such as closets and cabinets, slick floors, elevated footing, obstacles, stairs, noisy and startling objects, and groups of people. Any and all such stimuli may be used at the Evaluators' discretion to assess the stability and "boldness" of dogs. The dog will not be played with or stimulated with a reward object (e.g. kong or ball) during this testing. To be eligible for purchase, the dog must behave boldly and fearlessly. If the animal is momentarily fearful, it may still be considered for purchase if it recovers quickly and if it displays sufficient willingness to confront stressful stimuli when coaxed.

Dogs will not be accepted if they are consistently or severely fearful or shy or retiring; that are noise-sensitive; that are strongly aggressive to handlers or bystanders and other neutral parties; or that refuse to negotiate obstacles such as stairs or slick floors.

Detection Testing: The preferred reward object is a tennis ball or rubber "kong." In special circumstances, the dog may also be tested for interest in play with other objects, including rolled towels, or tug toys.

Static Object Interest: The dog is held on a flat nylon or leather collar. The tester shows the reward object to dog, entices the dog with it by whirling or swinging it briefly, and places it on the ground approximately 10 feet from the dog. The tester then steps away, and watches the dog for 15-30 seconds during distraction. This distraction will normally (but not always) take the form of a noisy object such as a coffee can full of gravel dropped and dragged on the floor near the dog. This test is designed to assess the strength of the dog's interest in the reward object. Reward interest is evaluated in terms of the dog's tendency to stare at the object without interruption and pull towards it, the dog's tendency to resist distraction, and the amount of physical work the dog will engage in (barking, pulling, struggling) in the course of the static test.

Thrown Object Interest: The evaluator picks the reward object up and throws it a distance of 5 to 10 meters into the middle of an open area. The dog is allowed to pursue and pick up the object. Reward interest is evaluated in terms of the speed and eagerness with which the dog pursues the object and picks it up.

Possession: The handler then recovers the dog's leash and, without providing any praise or stimulation, allows the dog to interact independently with the object for 15-30 seconds. Reward interest is evaluated in terms of how concentrated the dog appears to be on the object (chewing, mouthing, and coveting the object), and how continuously the dog maintains physical possession (holding the object) and mental possession (remaining near the object, looking at the object, and refusing to walk away without picking it up).

Physical Possession: The tester then attempts to physically take the object away from the dog, by pulling and tugging at the object (normally by means of the rope or cord through the object). If the tester cannot take the object, then the handler attempts to take it away, or "out" the dog. Reward interest is evaluated in terms of how stubbornly and powerfully the dog resists physical attempts to take the object (i.e. plays a vigorous game of tug-of-war).

Thrown Object Search: The evaluator recovers the reward object and throws it 10 to 20 meters into an area of concealment while the dog watches. The dog's visual contact with the search area is broken, either by removing the dog to an area behind an obstacle (e.g. a vehicle or a wall or a bush) for 10 or 15 seconds or by spinning the dog in a circle, and then the dog is released to search off-leash or on a long line. Active search behavior is evaluated in terms of intensive sniffing and investigation of the environment. Odor localization aptitude and odor responsiveness are evaluated in terms of magnitude of change of behavior in response to reward object odor and bracketing upwind to source. If the circumstances and the dog's ability are such that the resulting search is less than 60 seconds in duration, then a blank search may be conducted, in which the evaluator throws the reward object while the dog watches. The dog is then removed to an area behind an obstacle, the tester recovers the reward object, and the dog is released to search the area. After no more than 90 seconds, the dog's search is concluded by recovering the leash or by throwing a reward object as the dog searches.

Placed Search: The tester entices the dog with the reward object and then pretends to place/throw the object in the environment (normally an indoor setting with furniture and other such hiding places) while the dog watches. The target of the search is reward alone, odor target alone, or reward plus odor target. The dog is allowed to pull forward and search, either on leash, with a dropped leash, or off-leash. Over the course of three to six search problems, active search behavior is evaluated in terms of intensive sniffing and investigation of the environment. In order to pass the test, the dog is not expected to "recognize target odor," but it is expected to search vigorously, olfactorily,

and persistently, and to show the potential to learn to recognize target odor. When the dog sniffs the odor source, the evaluator provides a reward, most often by throwing a kong/ball in at odor source. Reward may be provided after sniff only, or the dog may be required to sit after sniffing source. In order to pass, the dog must show satisfactory physical stamina, evaluated in terms of how much physical work and searching the dog can engage in before exhibiting signs of stress such as panting and loss of interest in searching.

In general, dogs displaying the following behaviors and traits will fail:

- Loss of interest in the reward object at any point during testing.
- Failure to pursue thrown reward object.
- Visual rather than olfactory search behavior.
- Low physical stamina.
- Handler-aggressiveness or aggressiveness towards persons approaching the handler in a friendly or neutral fashion.

Patrol Testing: In order to pass this testing, the dog must exhibit steady/sure behavior under gunfire, strong aggression in response to threat from a decoy dressed “in civil” (not wearing any obvious bite equipment), pronounced interest in biting and holding decoys wearing bite sleeves, a strong and full bite, and steadiness under threats while biting. All candidate potential patrol dogs are tested with a sleeve or bite suit. The decoy may carry and use an agitation stick or an agitation whip, or he/she may work empty-handed.

Threat Approach: The trainer brings the dog on leash (with a flat leather or nylon collar) to the testing area without influencing the animal's reaction by touching or talking to the dog excessively. The evaluator/decoy, dressed in civilian attire without any obvious protective equipment, either empty-handed or with a whip or agitation stick, approaches the dog from a hiding place approximately 10 to 20 paces from the dog. The approach is typically made in a slow and steady manner, with strong eye contact and perhaps menacing gestures of hand and/or whip. The decoy may also rush or charge rapidly at the dog. Any harsh physical contact with the dog is to be avoided, but the decoy may lightly touch the dog with hands or stick/whip. The decoy may make up to 3 approaches to the dog. The dog is evaluated in terms of its tendency to lunge continually at the decoy or stand its ground, bark, possibly expose its teeth, snap and make convincing attempts to bite. Undesirable behaviors that may result in failure include retreating from the decoy; failing to make convincing bite attempts; erecting the hair on withers and back; hiding behind the decoy; soliciting attention from the decoy (i.e. “friendly” behavior or play-bowing); allowing touching or petting by the decoy, and ignoring the decoy or failing to react.

Non-Threat Bite: The evaluator re-approaches the dog in a non-threatening manner with a bite sleeve or suit, providing slight movement, and then calmly presents to the dog for a bite. The decoy holds the dog on the sleeve for up to 20 seconds with minimal sleeve movement. Once the dog has released, the decoy again threatens the dog in the effort to attract and keep its interest, before backing away. During this test, the dog is evaluated for the power and degree of commitment with which it takes the initial bite; the depth, strength, and steadiness of the bite; and the reliability with which the dog focuses its attention on the decoy. Undesirable behaviors that may result in failure of the test include failure to bite or pronounced hesitation before biting; shallow, weak, or "mouthy" (chewing and shifting) bite; excessive growling or noise-making while biting.

Threat Bite: The decoy re-approaches the dog directly in a threatening manner, menacing the dog with hands, stick, or whip. While still threatening the dog, the decoy moves close enough for the dog to bite. While the dog bites, the decoy turns towards the animal and threatens it strongly, striking at the dog with the stick/whip. The decoy may strike the dog's leash. During this test, the dog is evaluated for the power and degree of commitment with which it takes the initial bite; the depth, strength, and steadiness of the bite especially under threat; Undesirable behaviors that may result in failure of the test include failure to bite or pronounced hesitation before biting; shallow, weak, or "mouthy" (chewing and shifting) bite; excessive growling or noise-making under threat; bite-shifting or releasing the bite under threat.

Gunfire: This test may be conducted at any time during the testing process (i.e. before or after bite-work testing). The trainer controls the dog on a 6-foot leash by standing still without influencing the animal's reaction by touching or talking to the dog. The tester walks directly towards the dog and fires a total of 4 spaced blank rounds. Two rounds each are fired at approximately 75 paces and 30 paces. The dog will be evaluated in terms of its' steadiness/sureness under gunfire. Dogs that remain calm and inquisitive and move about freely will be deemed gun-sure. A certain amount of excitable barking, especially when accompanied by an "open" or "neutral" facial expression, will be tolerated if the dog remains at the end of the leash and does not retreat from the tester. Overt aggression (snarling/exposure of the teeth, erection of the coat on the withers and back, stressed barking) towards the tester will be deemed indicative of lesser degrees of sureness, and may result in failure. Undesirable behaviors that may result in failure of the test include pronounced startling or shying; tail-tucking; moving away from the tester and/or hiding behind the handler; jumping up against the handler apprehensively; expulsion of the bowel, bladder, or anal glands; pronounced behavioral inhibition under gunfire; or aggression/biting directed at the handler or the leash.

Sociability Test: Although suitable candidate for patrol dogs normally exhibit substantial aggressiveness towards people under appropriate circumstances, it is

understood that suitable candidates must be well-socialized and well-adjusted, so that they can easily be handled by persons strange to them providing reasonable precautions are taken and reasonable skill exercised. Dogs exhibiting aggression towards handlers, or dogs that cannot stand and work amongst groups of people and or around other dogs without being constantly aggressive, will not be accepted.

Muzzle and Crate Testing: At some point during Evaluation, candidate dogs are expected to accept a muzzle and being placed in and removed from a dog crate. Dogs that struggle excessively or become aggressive in either of these situations may be rejected.

In general, dogs displaying the following behaviors and traits will fail:

- Failure to pull towards, bark at, threaten, or attempt to bite a threatening decoy dressed "in civil."
- Fearful or avoidant behavior at any point during patrol testing.
- Hesitant or weak bite, mouthy or chewing bite.
- Releasing the bite under threat from the decoy.
- Avoidance, fearfulness, or excessive aggressiveness under gunfire.
- Behaving aggressively towards, or biting at, the handler.

In Case of Death or Illness Requiring Euthanasia:

If Anderson County Sheriff's Office returns a dog being considered for purchase to the vendor for any reason under these specifications and the dog, within ten days of its return to the vendor, dies or develops an illness requiring euthanasia, the vendor will secure the services of a licensed veterinarian to conduct a complete necropsy of all organ systems of the deceased dog to determine the cause of death within four hours of the dog's death or euthanasia. The County will not reimburse the vendor for the cost of the dog.

Bid #4817 Price

Vendor: _____

Price per Canine: _____ x 3 = _____

Attachment 1
BID NUMBER: 4817, K9s for the Anderson County Sheriff's Department

SECTION 1 - BID INFORMATION

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

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

Subcontractor Information (If applicable)

Vendor Name _____

Vendor Address _____

City _____

State _____ Zip _____

Telephone Number _____

Contact Person *(Please Print)* _____

E-Mail 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)

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

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

Representative's Signature

Title

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

Notary Public

My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- o 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

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>.