

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.: 4904

Date Issued: August 15, 2018

**Bids will be received until
2:30 p.m. Eastern Time on September 6, 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 ten (10) cardiac monitors for Anderson County Emergency Management Services.
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All vendors are to submit one (1) original and two (2) exact copies of their response.

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

Bid #4904 – Cardiac Monitors for Anderson County EMS

Anderson County seeks bid for ten (10) Cardiac Monitors for the Emergency Management Services Department.

It is the intent of these specifications, and all requirements listed herein, to obtain bids on the purchase of ten (10) cardiac monitors to meet the local needs of Anderson County EMS,

Vendors are required to return one original and two (2) copies of these specifications, correctly and completely furnishing all information requested and answering all questions attached. All requested data literature, drawings, etc. and detailed written lists of exceptions taken must also be enclosed.

Any questions for clarifications, etc. shall be emailed to the Deputy Purchasing Agent for Anderson County, and responses will be furnished in writing to all prospective vendors.

Since bids from a number of suppliers are anticipated, and Anderson County cannot be expected to be familiar with all various technical details of all vendor's products, the only adequate method of evaluation will be to compare in this format. Vendors are cautioned that failure to submit proposals in format specified herein will be grounds to reject bids.

Section 1.0 Bid Specifications

1.1 Scope: This specification covers the manufacture of a commercially produced, surface medical care cardiac monitor/defibrillator/pacer, hereinafter referred to as cardiac monitor or monitor.

1.2 Purpose: The purpose of this document is to provide specifications and test parameters for the manufacture of an emergency medical care monitor that meets the needs of Anderson County. It establishes criteria for the design, performance, equipment and appearance of the monitor in order to obtain bids that may be easily, and completely evaluated on an equal and competitive basis. The object is to provide a monitor that is in accordance with nationally recognized guidelines.

1.3 Classifications: This specification calls for the following type of monitor:

- Cardiac monitor
- External pacer
- Defibrillator
- Pulse oximetry
- Non-invasive blood pressure
- End tidal carbon dioxide monitoring for non-intubated and intubated patients
- Carbon monoxide oximetry (preference is for it to be built into the device)
- Data Transmission

1.4 General: This is an engineer, design, construct and deliver type specification and it is not the intention of this agency to write out vendors of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around specific needs of Anderson County EMS. Bid award shall be given to the vendor whose bid comes closest to meeting these specifications at the most competitive price. With the intent to standardize certain components, therefore, in numerous places specific brands of components are named. This has been done to establish a certain standard of quality. Other brands will only be accepted providing the vendor provides documentation in the bid that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

1.5 Materials: The equipment to be delivered under this contract shall be standard commercial products, which meet or exceed specified requirements. The monitor shall comply with all Federal Safety Standards, and the Federal regulations applicable or specified for the year of manufacture. Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for service intended.

1.6 Manufacturing Ability: It is **not** the intent of these specifications to call for an unusual or experimental monitor. Alternate bids and bids on demo unit bids or refurbished bids will not be considered. No exceptions to this will be allowed.

1.7 Examination of Specifications: Bidders must respond "Yes or No" to all questions listed in section 2 of the bid. If this requirement is not followed the bid will be rejected as non-compliant. If the bidder does not meet the specification exactly, a "no" response shall be given. Any exceptions must reference by Paragraph Number and Line and be explained in detail on a separate sheet marked "Exceptions". Anderson County has identified certain specifications as not allowing exceptions.

If no exceptions are noted, it will be considered that items offered are in strict compliance with these specifications. Consideration of exceptions will be in the sole discretion of Anderson County.

Should a vendor offer a bid response that does not take exceptions and is awarded a product not in

compliance with the exact specifications, a penalty will be assessed. Such penalty will be the difference in price as offered in vendor's bid and what Anderson County must eventually pay (from another compliant vendor) for monitor(s) meeting these specifications. Anderson County reserves the right to require a performance bond.

Anderson County reserves the right, before awarding this contract, to require a Bidder to submit evidence of the manufacturer's qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of bidder, including past performance on contracts of this type with other agencies.

1.8 Quality Assurance: Bidders must return Attachment 4, Insurance Requirement Acknowledgment with the bid submission.

1.9 Warranty: The successful vendor shall provide manufacturer's warranty coverage for the cardiac monitor, which coverage shall, at a minimum be for a period of one year. The monitor shall be free of substantial defects in materials and workmanship, which are attributable to Warrantor and which arise during the course of normal use and service. Bidder must provide a copy of warranty statement with bid submittal.

1.10 Service and Warranty Repair: Successful vendor must have a comprehensive repair facility to administrate warranty repair as needed. Vendor must have authorized factory trained service specialists and carry necessary inventory levels to affect repair within fourteen (14) business days. **THERE ARE NO EXCEPTIONS TO THIS REQUIRMENT.**

1.11 Monitor Bids and Alternate Bids: Considerable time and effort has been invested to design these specifications to the specific needs of Anderson County EMS. Therefore, alternate bids not exactly to these specifications will not be considered.

1.12 Loaner Monitor Program: The successful bidder must have an established loaner monitor program. Bidder shall agree to supply a no charge loaner monitor within 72 hours of notification of any device warranty problem that will require the monitor to be out of service for more that twenty-four (24) hours.

1.13 Materials and Workmanship: All equipment furnished shall be guaranteed to be new and of current manufacture, meet all requirements of this specification, and be in an operable condition at the time of delivery. All parts shall be of high quality workmanship, shall be in production at the time of bid, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

1.14 Technical Information: Bidder shall supply at least one (1) complete set(s) of sketches, descriptive literature and complete specification covering the monitor offered.

1.15 Bid Prices

All bid prices shall be complete and include warranty and delivery. Bid prices shall be valid for at least nine (9) months from the date of the Bid Opening.

Full payment will be made when all units are received and inspected. The purchaser reserves the right to increase the number of monitors ordered as well as additional equipment.

Section 2.0 Device Specifications

Vendor Name: _____

Specification	Does the device comply?	Refer to Exception Number
<p><u>2.1 Compliance:</u> This device is designed to meet all HIPAA (Health Insurance Portability and Accountability act of 1996) requirements. The device must be 2005 AHA Guideline compliant. THERE WILL BE NO EXCEPTIONS.</p>	[Y] [N]	N/A
<p><u>2.2 Environmental:</u> The device operates from 0° to 50° C (32° to 122° F). It will function in relative humidity from 5 to 95%, non-condensing. The device operates from 400 mmHg to 760 mmHg. The device is splash proof with batteries and cables installed per IEC 529. The device easily survives repeated 30 in free falls onto a steel plate. The device passes vibration standard MIL-STD 810E Method 514.4 Propeller Aircraft-category 4, Helicopter and Ground Mobile.</p>	[Y] [N]	
<p><u>2.3 Waveforms:</u> There should be a minimum of three (3) waves forms displayed on the screen and all displayed waveforms will be printed without having to change any configuration during monitoring. The waveforms must be ECG, capnography, and pulse oximetry. THERE WILL BE NO EXCEPTIONS.</p>	[Y] [N]	N/A
<p><u>2.4 Size:</u> The cardiac monitor will be able to fit in a compartment 13 inches high, 24 inches wide and 10 inches deep with accessory soft case on device. The device will not exceed 25 pounds.</p>	[Y] [N]	
<p><u>2.5 Defibrillator:</u> The device will use a biphasic truncated exponential waveform with voltage compensation for patient impedance, variable duration based on patient impedance and have escalating energy levels up to 360 joules. The device will deliver fully energy of 360 joules. The manual energy levels for the device will be selectable by the operator. Those levels will be 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360. The charge time at 360 joules will not exceed 20 seconds. THERE WILL BE NO EXCEPTIONS.</p>	[Y] [N]	N/A
<p><u>2.6 Cables/Paddles:</u> It will have a common cable for pacing, quick look monitoring, and "hands free" defibrillation. The Bidder will include a set of pediatric and adult paddles. There will be a four (4) lead patient monitoring cable and a twelve (12) lead monitoring cable provided with the device.</p>	[Y] [N]	
<p><u>2.7 Synchronous Cardioversion:</u> During synchronous cardioversion, the device begins energy transfer within 60 ms of QRS.</p>	[Y] [N]	
<p><u>2.8 Automatic External Defibrillator (AED):</u> The device is capable of being configured to power on in the AED mode. The device offers a system to automatically monitor the patient ECG for a potentially shockable rhythm.</p>	[Y] [N]	
<p><u>2.9 Display:</u> The device will have a display that will be multicolored in the normal operational mode. It will display a minimum of 4 seconds of patient ECG and alphanumeric characters for patient parameter values, and device instructions and prompts. The display will have battery icons for each battery in the device and these icons will indicate the state of the batteries. The ECG will have variable size functions.</p>	[Y] [N]	

Vendor Name: _____

<p>2.10 Power: The device will come with four (4) Lithium Ion batteries. The batteries will have a feature that will display the status of the battery. When the battery or batteries reach a low condition, the device will emit an audible alarm prompt to the operator to replace the battery or batteries.</p>	<p>[Y] [N]</p>	
<p>2.11 Data Management: The device captures and stores patient data, events, user test results, continuous ECG waveforms records and diagnostic 12-lead reports in internal memory. The device allows the operator to enter the following patient information: name, age and gender. The device allows stored reports (archived) to be retrieved for transmitting or review.</p>	<p>[Y] [N]</p>	
<p>2.12 Communications: The device must transmit into the LIFENET system. THERE WILL BE NO EXCEPTIONS.</p>	<p>[Y] [N]</p>	<p>N/A</p>
<p>2.13 Monitor: The monitor will provide the following monitoring options:</p> <ul style="list-style-type: none"> • Leads I, II, III with a 3 lead cable; • Leads I, II, III, aVR, aVL, and aVF with the 4 lead cable; • Leads I, II, III, aVR, aVL, aVF, V1-V6 with the 12 lead cable. <p>The monitor will have a continuous patient surveillance system which will monitor the patient for potentially shockable ECG rhythms and advises the operator.</p>	<p>[Y] [N]</p>	
<p>2.14 Printer: The device will print a continuous strip of the displayed patient information. The delay from display to printing will be no greater than 10 seconds. The device must use 100mm printer paper. THERE WILL BE NO EXCEPTIONS.</p>	<p>[Y] [N]</p>	<p>N/A</p>
<p>2.15 Alarms: The device incorporates a VF/VT alarm which activates continuous patient surveillance of potentially shockable ECG rhythms during manual mode operation. The device will have an apnea alarm that activates after 20 seconds have elapsed since last detected respiration.</p>	<p>[Y] [N]</p>	
<p>2.16 Carbon Monoxide Monitoring: The device will display the SpCO level in mm Hg and will interface with the pulse oximetry to deliver a calculated or corrected SpO₂ by use of the Masmo® technology. THERE WILL BE NO EXCEPTIONS.</p>	<p>[Y] [N]</p>	<p>N/A</p>
<p>2.17 Pulse Oximetry: (see specification 2.16) The device incorporates pulse oximetry and will display it in the range of 1 to 100%. It will measure, display and store functional SpO₂ values. The device must be capable of displaying an IR (pleth) waveform.</p>	<p>[Y] [N]</p>	<p>N/A</p>
<p>2.18 Twelve (12) Lead ECG: The device will incorporate a proven 12 lead ECG analysis program and will provide the option of printing the 12 lead ECG report on the 12 lead ECG strip. THERE WILL BE NO EXCEPTIONS.</p>	<p>[Y] [N]</p>	
<p>2.19 Pacer: The device will operate in demand and non-demand modes. It will allow the operator to set default rate and current values. The device generates a monophasic truncated exponential current pulse. The output will have to be from 0 to 200 mA.</p>	<p>[Y] [N]</p>	
<p>2.20 Noninvasive Blood Pressure (NIBP): The device will be capable of displaying blood pressure in mmHg. It will display systolic blood pressure, diastolic blood pressure and mean arterial pressure.</p>	<p>[Y] [N]</p>	

Vendor Name: _____

<p><u>2.21 Capnography:</u> The device does not have an external CO₂ sensor and the filter is to be external to the device. It will not have any external water traps. It will not be sensitive to non-CO₂ gases. The device automatically compensates for ambient pressure changes. The device displays the CO₂ waveform.</p>	<p>[Y] [N]</p>	
<p><u>2.22 Soft Packs:</u> The device will include soft pack accessories pouches (minimum of two) as so the cables, pads and spare rolls of paper may be carried with the unit.</p>	<p>[Y] [N]</p>	

ANDERSON COUNTY EMS
Bid #4904, Price Sheet

VENDOR NAME: _____

MODEL/TYPE: _____

COST PER UNIT: _____

DELIVERY-CALENDAR DAYS AFTER RECEIPT OF ORDER: _____

Bid is: _____ AS PER SPECIFICATION, TAKING NO EXCEPTIONS

_____ TAKING ONLY THOSE SPECIFICATION EXCEPTIONS LISTED, AS
REFERENCED ON EXCEPTIONS SHEET

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of bid specifications and, if awarded, the bid will represent the agreement between two parties.

SIGNED: _____ DATE: _____

NAMED PRINTED: _____ TITLE: _____

NOTE: All variations and/or exceptions must be listed on the attached page, by page and paragraph number from specifications and explained in detail. Failure to so list exceptions will disqualify the bid.

EXCEPTIONS SHEET

Each bidder may copy this form, as necessary to sufficiently list all exceptions from specifications. Anderson County will be the sole judge of proposed substitution equivalency.

VENDOR NAME: _____

EXCEPTION SECTION:

EXCEPTION EXPLANATION:

Attachment 1
BID NUMBER: 4904 – Cardiac Monitors

SECTION 1 - BID INFORMATION

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

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

Does vendor provide manufacturer warranty for at least one (1) year? (Copy of warranty statement must be provided)

Yes/No

Does vendor have authorized factory trained service specialists and carry necessary inventory levels to affect repair within fourteen (14) business days?

Yes/No

Does vendor provide a no-charge loaner program as required in bid?

Yes/No

Will vendor honor bid prices for at least nine (9) months?

Yes/No

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

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

SECTION 2 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____

Zip _____

Telephone Number: _____

Contact Person *(Please Print)* _____

E-Mail Address _____

Taxpayer Identification Number, Social Security or Employer Identification Number:

State of Tennessee Business License Number:
License # _____

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

Authorizing Signature:

(Please sign original in blue ink)

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

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

Representative's Signature

Title

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

Notary Public

My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

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

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

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

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

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

Is your company 51% Owned or Operated by a Minority Group? Yes ____ No ____

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

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

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

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

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

**Attachment 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. | <input checked="" type="checkbox"/> | Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> | Commercial General Liability | \$1,00,000 per occurrence
\$2,000,000 aggregate |
| | <input checked="" type="checkbox"/> | Occurrence Form Only | |
| | <input checked="" type="checkbox"/> | Include Premises Liability | |
| | <input checked="" type="checkbox"/> | Include Contractual | |
| | <input checked="" type="checkbox"/> | Include XCU | |
| | <input checked="" type="checkbox"/> | Include Products and Completed Operations | |
| | <input checked="" type="checkbox"/> | Include Personal Injury | |
| | <input checked="" type="checkbox"/> | Include Independent Contractors | |
| | <input type="checkbox"/> | Include Vendors Liability | |
| | <input type="checkbox"/> | Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> | Business Auto | |
| | <input type="checkbox"/> | Include Garage Liability | |
| | <input type="checkbox"/> | Include Garage Keepers Liability | |
| | <input type="checkbox"/> | Copy of Valid Driver's License | |
| | <input type="checkbox"/> | Copy of Current Motor Vehicle Record | |
| | <input type="checkbox"/> | Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> | Crime Coverages | |
| | <input type="checkbox"/> | Employee Dishonesty | |
| | <input type="checkbox"/> | Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> | Property Coverages | |
| | <input type="checkbox"/> | Builders Risk | |
| | <input type="checkbox"/> | Inland Marine | |
| | <input type="checkbox"/> | Transportation | |
| 6. | <input type="checkbox"/> | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> 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>.