

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.: 4821

Date Issued: June 19, 2018

**Bids will be received until
2:30 p.m. Eastern Time on July 10, 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 Medical Supplies for Anderson County Emergency Medical Services

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

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

Bid #4821 – Supplies for Anderson County Emergency Medical Services

Anderson County is seeking bids for supplies for the Emergency Medical Services. The County anticipates establishing a one-year contract with two, one-year renewals options. Prices must include shipping and delivery. Delivery must be within four business days after receipt of order.

The County reserves the right to award to multiple vendors. Supplies are listed in the following five categories:

Category 1 – Disposable Linens

Category 2 – Airway Products

Category 3 – IV Products

Category 4 – Bandaging Products

Category 5 – Medical Equipment

Vendors may bid on all or a select category(ies).

Vendors are to indicate on Attachment 1, Vendor Information Sheet, if online ordering and inventory software are available.

CATEGORY 1 - DISPOSABLE LINENS

Material Requirements:

- Spunbond Polypropylene
- PE (Polyethylene) Coated (7103 and 7107)
- All material and packaging material must be Latex and Heavy Metal Free
- No dirt, grease, or foreign matter
- No raw edges greater than 1/8"
- Tolerance on width and length of folded pad +/- 1/4"
- Tolerance on weight +/- 10%

OPTION #1:

Pillow Case – Fluid Resistant 20" x 29"	\$
Flat Sheet – Fluid Resistant 84" x 40"	\$
Flat Sheet Heavy Duty – Heavy Duty Resistant 84" x 60"	\$
Fitted Sheet Heavy Duty – Fluid Resistant 74" x 30" x 22"	\$
Fitted Sheet Extra Heavy Duty, Fluid Resistant 74" x 30" x 22"	\$
Fitted Sheet Heavy Duty, Fluid Resistant 74" x 30" x 22"	\$
Blanket – 72" x 90" Blue 100% Polyester	\$
Transport Cocoon – Hypothermia Prevention	\$
Patient Transfer Sheet with 8 handles, 73" x 44", 400 lbs limit	\$
Patient Transfer Sheet – 18" x 72", Herculite	\$
Cot Quilt	\$
Economy Comfort One White Blanket – 50" x 84", 5-pack	\$
Wypall X80 Shop Pro Brag Box of Blue Wipers-Kimberly Clark Wypall	\$

OPTION #2

Package Pricing – All items, listed above, as a package. \$ _____

Vendor Name: _____

CATEGORY 2 - AIRWAY PRODUCTS

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
Airtraq Device - Adult			
Airtraq Device - Ped			
Bougie			
Single use disposable CPAP			
Combitube 41fr – Soft Pack			
Combitube 41fr – Hard Pack			
Disposable BVM Adult-Spur II			
Disposable BVM Child-Spur II			
Disposable BVM Infant-Spur II			
Disposable BVM Masks-Various Sizes			
Disposable CO2 Detector A.C.E. Stat check II			
Disposable Medication Mask			
Disposable Medication Nebulizer Adult			
Disposable Medication Nebulizer Ped			
Disposable Oxygen Humidifier			
Disposable Suction Tubing			
Endotracheal Tubes-Cuffed			
Endotracheal Tubes-Uncuffed			
ET Stylette-Adult			
ET Stylette- Child			
ET Stylette-Infant			
King LT Various Sizes			
King LTS-D Various Sizes			
Large Suction Canisters 1200 cc			
Laryngoscope Blades-Macintosh disposable			
Laryngoscope Blades-Miller disposable			

Vendor Name: _____

CATEGORY 2 - AIRWAY PRODUCTS CONT

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
Laryngoscope Blades-Miller reusable			
Laryngoscope Bulbs-Large			
Laryngoscope Bulbs-Small			
Laryngoscope Handle disposable			
Laryngoscope Handle reusable			
Magill Forceps - Small			
Magill Forceps - Large			
Medium Concentration Mask-Infant			
Merconium Aspirator			
Nasal Airways 16f			
Nasal Airways 18f			
Nasal Airways 20f – 36f			
Nasal Cannula Adult			
Nasal Cannula Pediatric			
Nasogastric Tubes			
Non-Rebreathing Mask-Adult			
Non-Rebreathing Mask-Pediatric			
Oral Airways 110-40 - Colored			
Pocket Mask with 1 Way Valve			
Blue 1200 cc Suction Canisters			
Green 1200 cc Suction Canisters			
Suction Catheters			
Supply Tubing			

Vendor Name: _____

CATEGORY 2 - AIRWAY PRODUCTS CONT

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
Tube Tammers Adult - Laredal			
Tube Tammers Ped - Laredal			
Yankauer Suction Catheters			
O2 MAX BiTrac ED Mask, w/ Neb			
McGrath Video Laryngoscope			
Nasal Sampling ETCO2			
Adult MED, w3-SET Valve, Fixed Flow			

Vendor Name: _____

CATEGORY 3 - IV PRODUCTS

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
10cc Syringe-Leur Lock			
1 cc 25 ga X 5/8" TB Syringe			
2 Gallon Sharps Container			
3cc 21, 20 ga X 1" Syringe			
20cc, 50cc, 60cc Luer lock syringe			
Alcohol Prep Pads			
Decompression kit 14 ga x 3.25			
Buretrol IV Set-Up 60 gtt			
Butterfly Needles			
D5W 250cc IV Fluid			
D5W 150cc IV Fluid			
Disposable Non-Latex Tourniquets			
Disposable Needles (18,20,25 ga)			
EZ I/O Needles – 15MM			
EZ I/O Needles – 25MM			
EZ I/O Needles – 45mm			
EZ I/O Stabilizer			
INT Cap-Male Adapters-Latex Free (needleless)Amsafe PRN Connector			
Intraosseous Needle-15 ga			
Intraosseous Needle-18 ga			
IV Catheters-Protecti Cath (14-24ga)			
IV Extension Set with Y-site			
IV Extension Set Needleless System			
IV Set-up 10gtt with Y-site			
IV Set-up 10gtt needless system-			

Vendor Name: _____

CATEGORY 3 - IV PRODUCTS CONT

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
IV Set-up 60gtt with Y-site			
IV Set-up 60 gtt needless system-			
Lactated Ringers 1000cc IV Fluid			
Normal Saline 1000cc IV Fluid			
Normal Saline 500cc IV Fluid			
Q-Port with Latex Free Gloves			
Sodium Chloride 30 ml Vial			
Sodium Chloride prefilled 10 mg			
Three way stop cock valve			

Vendor Name: _____

CATEGORY 4 – BANDAGING PRODUCTS

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>Price Per Case</u>
2 X 2 Non-Sterile			
4 X 4 Sterile			
4 X 4 Non-Sterile			
5 X 9 Combine Dressing			
3" Ace Wrap			
4" Ace Wrap			
6" Ace Wrap			
8 X 10 Combine Dressing			
Band Aids			
Cold Packs			
Disposable Burn Sheets			
Disposable Eye Pads			
Disposable Eye Shield			
Disposable O.B. Kits with Hooded Blanket – Latex Free			
Hot Packs			
Irrigation-500cc Sterile Bottled Water			
Kling (non-sterile) 3"			
Kling (non-sterile) 4"			
Kling (non-sterile) 6"			
Silk Tape – 1"			
Silk Tape – 2"			
Silk Tape – 3"			
Soft Tactical CAT Tourniquets			
Trauma Dressing			
Triangular Bandages			
Vaseline Gauze Pads			

Vendor Name: _____

CATEGORY 5 – MEDICAL EQUIPMENT

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
9' Seat Belt Straps			
B/P Cuff-Adult			
B/P Cuff-Child			
B/P Cuff-Infant			
Bandage Shears			
Bed Pan			
Bilateral Sager Splint Adult			
Bilateral Sager Splint Pediatric			
Bio-Bags (small-5 gal& large-20 gal)			
3 Cell LED Mag Light			
Cervical Collars			
CID-Adult Disposable Multigrip			
CID-Child Disposable Multigrip			
CID-Infant Disposable Multigrip			
Defibrillation Pads			
Digital Thermometer			
Disaster Bags with handles			
Disposable Finger Probes Compatible with Nonin Pulse-Ox Adult & Ped			
Disposable Penlights			
Disposable Thermometer Covers			
Disposable Urinals			
EKG Electrodes-12 Lead-Zoll E Series			
EKG Electrodes-Adult 4 per card- Zoll E Series			
EKG Electrodes-Pediatric 4 per card-Zoll E Series			
EKG Electrodes-12 Lead-Lifepak 15			

Vendor Name: _____

CATEGORY 5 – MEDICAL EQUIPMENT CONT.

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
EKG Electrodes-Pediatric 4 per card-Lifepak 15			
Kendrick Traction Device			
Evac-U-Splint Delux Extremity Set			
Easy Vac Suction Unit			
Assure Prism Glucometer Strips			
Emesis Basins			
Etco2 Adult & Pediatric-Lifepak 15			
Etco2 Adult & Pediatric-Zoll E Series			
Ferno 521 Oxygen Cylinder Bracket			
Ferno Oxygen Cary Bag-Model 5120			
Ferno-Professional ALS Bag			
Ferno-Professional Trauma Bag			
Finger Lancets Safety			
Hands Free Defib Pads for Zoll E series- Adult – Combo Pad			
Hands Free Defib Pads for Zoll E series- Ped – Combo Pad			
Hands Free Defib Pads for Lifepak 15 series- Adult – Combo Pad			
Hands Free Defib Pads for Lifepak 15 series- Ped – Combo Pad			
Hot Packs			
IV Warmer			
KY Jelly Individual Packets			
Laerdal Stiff Neck Collars-Adult, Ped & Baby No Neck			
Life Support Pedi Immobilization Board with Bag			

Vendor Name: _____

CATEGORY 5 – MEDICAL EQUIPMENT CONT.

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
Zoll E series Monitor Cables trunk			
Zoll E series Monitor Cables4 lead			
Zoll E series Monitor Cables12 lead			
Lifepak 15 Monitor Cables trunk			
Lifepak 15 Monitor Cables4 lead			
Lifepak 15 Monitor Cables12 lead			
Long Spine Board with Pins-Backstrap			
Nail Polish Remover Pads			
Nibp Reusable (Zoll E Series) SM			
Nibp Reusable (Zoll E Series) M			
Nibp Reusable (Zoll E Series) L			
Nibp Reusable (Zoll E Series) XL			
Nibp Reusable (Zoll E Series) XXL			
Nibp Reusable (Lifepak 15) SM			
Nibp Reusable (Lifepak 15) M			
Nibp Reusable (Lifepak 15) L			
Nibp Reusable (Lifepak 15) XL			
Nibp Reusable (Lifepak 15) XXL			
Non-Latex Gloves-extended cuff SM-XXL			
Padded Board Splint 36"			
Osha Approved Face Shields			
Osha Approved Gowns			

Vendor Name: _____

CATEGORY 5 – MEDICAL EQUIPMENT CONT.

<u>Description</u>	<u>Brand</u>	<u>QTY Per Case</u>	<u>\$ Per Case</u>
Ring Cutter			
Ring Cutter Replacement Blades			
Sharps Shuttle			
Sam Splints 41/2 x 36"			
5'Speed Clip Backboard Straps			
Spo2 Sensors Reusable (Zoll E Series) Adult (masimo)			
Spo2 Sensors Reusable (Zoll E Series) Ped (masimo)			
Spo2 Sensors Reusable (Lifepak 15) Adult			
Spo2 Sensors Reusable (Lifepak 15) Ped			
Styker Power Cot Batteries-24 Volt			
123A Battery, & 2032 9Volt Battery			
Scoop Stretcher			
Stryker Smart Power System			
Cardiac Science Battery			
Apex Gloves - All Sizes			
EKG Electrodes – 30 per pack ZOLL E series			
EKG Electrodes – 30 per pack Lifepak 15			

Vendor Name: _____

Attachment 1
BID NUMBER: 4821 – Medical Supplies for EMS

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 _____

Does Vendor offer online ordering?

Does Vendor offer inventory tracking software?

SECTION 2 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____ Zip _____

Telephone Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

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

State of Tennessee Business License Number:
License # _____

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

Authorizing Signature:

(Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

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

Representative's Signature _____ Title _____

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

Notary Public My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

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

Attachment 5 – Sample Contract for Commodities

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

Contractor Services. Contractor agrees to provide XXXXX for the County Per XXXXXXX.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

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

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

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

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

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

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

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

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

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

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

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

Attachment 5 – Sample Contract for Commodities

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

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

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

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

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

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

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

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

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

Attachment 5 – Sample Contract for Commodities

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

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

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

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

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

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

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

City, State Zip

Contractor/Supplier:

Anderson County Government
Administrative Approval:

Signature Date

Natalie Erb, CPA, CTP, Finance Director Date

Printed Name

Anderson County Department Head
Approval:

Title

Date

Name of Company

Approved as to Form

Address

Law Director Date

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

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

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

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

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

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

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

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

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

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

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

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