



## WILLIAMSON COUNTY GOVERNMENT

April 4, 2019

To Whom It May Concern:

Williamson County accepting bids for vehicle maintenance for Sheriff's Department vehicles. Minimum bid specifications are enclosed. A list of the current fleet of vehicles is also enclosed. Vendor's place of business in which the work will be conducted shall not be over five (5) driving miles from the Sheriff's office, 408 Century Court, Franklin, TN. Please note any exceptions to the bid.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened Tuesday, May 7, 2019, 2:00 p.m. Bids should be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Vehicle Maintenance, May 7, 2019, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

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

The successful bidder will be required to comply with contract, insurance and drug-free requirements. A sample contract is included.

If you have any questions, please e-mail [leslie.mitchell@williamsoncounty-tn.gov](mailto:leslie.mitchell@williamsoncounty-tn.gov). All questions must be submitted in writing by 4:30 p.m. CST on May 1, 2019. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB  
Purchasing Agent



## VEHICLE MAINTENANCE BID

- Vendor must be qualified and possess the tools, equipment and experience to perform all repairs, replacements, and maintenance as will be periodically requested from the Williamson County Sheriff's Office.
- Vendor must be able to perform all repairs, replacements, and maintenance at the vendor's place of business, unless otherwise provided for by the Sheriff's Office.
- Vendor must give Sheriff's Office vehicles priority over all other customers. Any exceptions to this requirement shall be pre-approved by the Sheriff's Office Fleet Manager or his designee.
- Vendor must have the experience, and possess the equipment, tools and personnel to respond to the Sheriff's Office at 408 Century Court, Franklin TN to remove parts from any wrecked or disabled vehicle as the Sheriff's Office shall direct.. The parts that are removed shall be used on other Sheriff Department's vehicles. Vendor shall have access to a tow truck or be able to arrange towing of vehicles to the Vendor's place of business for part removal within twenty-four hours of request.
- Vendor must have the experience, and possess the equipment, tools and personnel to respond to the Sheriff's Office at 408 Century Court, Franklin TN, within one hour of the request, to replace vehicle batteries or attempt to start disabled vehicles.
- Vendor must use manufacture parts/or approved parts. The vendor may not use any other parts unless the use of the parts are replacement parts taken from other Sheriff's vehicles or if the parts are pre-approved by the Fleet Manager or his designee.
- Vendor must have the experience and possess the equipment tools and personnel to replace a vehicle's engine with a vehicle manufacture's engine. The Vendor may use replacement parts when pre-approved by the Fleet Manager or his designee.
- Vendor must use approved industry standard brake pads on all Sheriff's Office Vehicles.
- Vendor must have the experience, and possess the equipment, personnel and tools to replace vehicle transmission.
- Vendor must be qualified and possess diagnostic equipment to conduct diagnostic inspections on check engine lights,



Fluid		
Mighty Transmission Filter		
Rotate and Balance Tires		
Engine Tune Up		
Parts Required:		
Motor craft Spark Plugs		
Mighty Fuel Filter		
Clean Throttle Plate		

Please indicate labor rate per hour for this bid. \_\_\_\_\_

Please indicate discount on parts costs.  
(Choose one)

Cost Plus % \_\_\_\_\_

Or

List Price minus % \_\_\_\_\_

Company Name \_\_\_\_\_

Physical Address \_\_\_\_\_

Remittance Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Fax \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT TERMS

The following is language included in Williamson County contracts. This list shall not be viewed as an exhaustive list and Williamson County reserves the right to add, delete, or revise the terms of its contracts.

### **REPRESENTATIONS OF THE CONTRACTOR**

In order to induce Williamson County to execute this Agreement and recognizing that the County is relying thereon, the Contractor, by executing this Agreement, makes the following express representations to Williamson County:

**A.** It is fully qualified to act as the contractor for this project and has, and shall maintain, all licenses, permits or other authorizations necessary to act as the contractor to complete the services and work to construct the project;

**B.** It has become familiar with the project site and the local conditions under which the project is to be constructed and operated;

**C.** It has received, reviewed and carefully examined all of the documents which make up this Agreement including, but not limited to, the plans and specifications, and has found them to be generally sufficient to indicate and convey understanding of the terms and conditions for constructing and completing the project. Contractor further agrees to notify the Architect/Engineer immediately of all conflicts, errors, ambiguities or discrepancies that are discovered in this agreement, including, but not limited to, the plans and specifications;

**D.** It had access to the site for examinations, explorations, tests and studies prior to submitting Contractor's bid, and relied exclusively upon the Contractor's own estimates and investigations and other data which was necessary for full and complete information upon which the Contractor's bid was based;

**E.** It is not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transactions by any Federal Department, State Department or

Local Department;

**F.** It has not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**G.** It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes;

**H.** It has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

**I.** It will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its responsibilities, as set forth in the contract documents.

## **ETHICAL STANDARDS**

**A.** It shall be a breach of ethical standards for any person to offer, give or agree to give any Williamson County employee or former Williamson County employee, or for any Williamson County employee or former Williamson County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

**B.** It shall also be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**C.** It shall also be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with Williamson County upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**D.** The Contractor affirms that it has not retained anyone in violation of this Article. A breach of ethical standards is a material breach of this Agreement and could result in civil or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

## **DISPUTE RESOLUTION**

The parties agree to make a reasonable effort to informally resolve, among themselves and with the assistance of the Architect/Engineer, disputes that may arise during the performance of this Agreement in a timely, professional and non-adversarial manner. In an effort to limit any disputes, the parties agree to periodically meet and evaluate the progress of performance under this Contract. Any agreements reached by the parties utilizing these informal dispute resolution procedures are not binding unless this agreement is contained in an amendment to this Agreement or a properly executed Change Order. Williamson County and the Contractor may exercise such rights or remedies as either may otherwise have with respect to any dispute. Nothing in this provision shall create any right of either party to alternative dispute resolution, arbitration, mediation or partnering.

## **DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

**A.** In the event that the Contractor covers, conceals or obscures its work in violation of this Agreement or in violation of a directive from Williamson County or the Architect/Engineer, such work shall be uncovered and displayed for Williamson County's and Architect/Engineer's inspection upon request and shall be reworked at no cost in time or money to Williamson County.

**B.** If any of the work is covered, concealed or obscured in a manner not covered by this Article, the Contractor shall, if directed by Williamson County or the Architect/Engineer, be uncovered and displayed for Williamson County's and Architect/Engineer's inspection. If the

uncovered work conforms strictly with the Contract Documents in all aspects, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by Williamson County. Otherwise, such costs shall be borne by the Contractor.

**C.** The Contractor shall, at no cost in time or money to Williamson County, correct work rejected by Williamson County or by the Architect/Engineer as defective or failing to conform to the Contract Documents. Additionally, the Contractor shall reimburse Williamson County for all testing, inspections and other expense incurred as a result of the rejected work.

**D.** In addition to its warranty obligations set forth in this Agreement, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work without additional compensation for a period of 12 months following Final Completion upon receiving written notice from Williamson County.

**E.** Williamson County may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate Williamson County for the acceptance of the defective or nonconforming work, the Contractor shall, upon written demand from Williamson County, pay Williamson County such remaining compensation for accepting defective or nonconforming work.

## **HAZARDOUS MATERIALS**

**A.** Unless otherwise specified in the plans and specifications, it is the responsibility of Contractor to remove and dispose of any hazardous materials that are discovered during the construction of the Project. Williamson County shall be responsible for the removal and disposal of any Hazardous Waste that the County knows of or should have known was located at the project site.

**B.** The term "Hazardous Materials" shall be defined as any and all toxic or hazardous materials, substances, pollutants, compounds, wastes, or mixtures, and shall include, without limitations, asbestos containing materials, polychlorinated, January 6, 2006 biphenyls, petroleum products or byproducts, or other hydrocarbon substances. The term "Hazardous Material" shall also include any and all substances defined or listed as hazardous waste, hazardous substance, toxic substance, toxic pollutant, or similarly identified, prohibited, or regulated materials, substances, pollutants, compounds, wastes or mixtures, by, in or pursuant to any Environmental Laws or Regulations.

## **HEALTH AND SAFETY**

**A.** The Contractor will be solely and completely responsible for the condition of the job site as a result of the Contractor's work, including the health and safety of all persons, including employees, agents, subcontractors and all property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

**B.** Health and safety provisions will conform to the following: U. S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations; and any other regulations as may be cited in the bid document. When any of these are in conflict, the more stringent regulation/requirement will be followed. The Contractor's failure to thoroughly familiarize himself/herself with the aforementioned safety provisions will not relieve him/her from his/her responsibility to comply

with the safety provisions.

**C.** If death, serious injuries or serious property damages are caused, the accident or loss will be reported verbally and immediately to Williamson County Government, Risk Management Division at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, the Contractor must promptly report in writing to Williamson County Government, Risk Management Division within 24 hours of all accidents or incidents of loss whatsoever arising out of or in connection with the performance of work whether on or adjacent to the site, giving full details.

**D.** If a claim is made by anyone against the Contractor on account of any accident or incident of loss, the Contractor will promptly report the facts in writing to Williamson County Government, Risk Management Division, giving full details of the claim.

### **INDEMNIFICATION AND HOLD HARMLESS**

**A.** Contractor shall indemnify and hold harmless Williamson County, its officers, agents and employees from:

1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement;

2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, copyright law, labor laws, and minimum wage laws; and

3. Any claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Contractor's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent in the course of the performance of this contract, regardless of the cause of such injury.

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

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

### **SUBCONTRACTORS**

Upon execution of this Agreement, the Contractor shall identify to Williamson County and the Architect/Engineer, in writing, any subcontractor not previously identified on the Project. Williamson County shall, in writing, state any objection Williamson County may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom Williamson County objects. Should a proposed subcontractor that was provided by Contractor in its initial Bid Response or subsequent Contract Documents be disapproved after the execution of this Agreement, and the Contractor provides proof that the replacement subcontractor will charge Contractor a higher price than the disapproved subcontractor, then the Contract Price may be adjusted at a rate equal to the difference between the price charged Contractor by the new subcontractor and the price charged by the disapproved subcontractor. Failure of Williamson County to object to the subcontractor shall not impose on Williamson County any liability or responsibility for the performance or character of said subcontractor.

## GENERAL PROVISIONS

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

**B. Arbitration.** Governmental entities in Tennessee are not permitted to agree to arbitrate disagreements without being granted that authority specifically by the state legislature. Any arbitration clause included in this Agreement or any other documentation related to this Agreement is void.

**C. Choice of Law.** The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed exclusively by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any language specifying any other governing law included in this Agreement is deleted and is void.

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

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

**F. Notices.**

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

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

3. **Addresses:**

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

ii. If to Contractor: \_\_\_\_\_

iii. \_\_\_\_\_

iv. \_\_\_\_\_

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

**H. Limitation of Legal Avenues.** County does not agree to any terms which limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not

limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of the County granted by constitution or statute may require legislation by the Williamson County Board of Commissioners and the Tennessee State Legislature.

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

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

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

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

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

**N. *Employment of Illegal Immigrants.*** The Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

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

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

**Q. *Maintenance of Records.*** Contractor shall maintain documentation for all charges against Williamson County. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of 3 full years from the date of final payment and will be subject to audit, at any reasonable time and

upon reasonable notice, by Williamson County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

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

**S. *Time is of the Essence.*** Since this Project is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services and Work within the time limitations defined by the County. Failure to complete the Services or Work within the time limitations shall subject the Contractor to reduction of the Fee paid to Contractor. This section does not limit any other remedy available to the County.

**T. *Liens.*** The Contractor understands and accepts that Tennessee Law forbids any liens being placed on governmental property. The Contractor shall not place any liens on any property that is purchased as a result of this Agreement or in relation to any of the services purchased. The Contractor shall notify County immediately once it becomes aware of any action to place a lien on Williamson County is initiated.

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

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

**W. *Contractor's License.*** Contractor swears, affirms and represents that it has complied with all the provisions of the Contractors Licensing Act of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, Section 62-6-101 *et seq.*, and that it is licensed by the Tennessee State Board of Licensing Contractors. Said Board is authorized to receive complaints relative to Contractor's professional conduct. The Contractor's license number is 43526, the date of expiration is 04/30/2010, and that part of the classification applying to this Agreement is BC-A, B (SM): HC, HRA: MU-A (2,3), C.

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