# **Anderson County Government**

#### **Request for Bids**

100 North Main Street, Suite 214 Courthouse Clinton, Теплеssee 37716 (865) 457-6218 Office (865) 457-6252 Fax

purchasing@andersontn.org http://andersontn.org/purchasing

#### Bid No.: 4916

#### Date Issued: November 9, 2018

Bids will be received until 2:30 p.m. Eastern Time on November 27, 2018

Sealed bids are subject to the <u>General Terms and Conditions</u> 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 industrial refrigeration services for Anderson County Schools.

Vendors are to submit one (1) original and two (2) exact copies of their response.

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

#### ANDERSON COUNTY SCHOOLS CLINTON, TN 37716

#### SCHOOL NUTRITION PROGRAM BID #4916

#### REPAIR AND PREVENTIVE MAINTENANCE WORK FOR SCHOOL NUTRITION REFRIGERATION

#### **GENERAL SCOPE OF WORK**

Attached are instructions and conditions for submitting a bid for repair and preventative maintenance of Anderson County School Nutrition refrigeration units for the schools listed on Exhibit A. These units would be predominately walk in coolers and freezers, but may occasionally be smaller refrigeration units. The bid asks for labor rate quotes on labor for regular hours and also for after-hours, nights, weekends, and holidays. The Anderson County Schools Maintenance Department will also service units at times, especially during the 7am -3pm weekday business hours. Bidder must be willing to share duties and communicate with the Maintenance personnel. Much of the repair work will be done on an emergency basis. Prior to commencing work, access to the school must be coordinated with the Maintenance Department or the School Nutrition Department.

Travel mileage, trip charges, and truck charges are not allowed. Travel time to and from job, round trip, is allowed with a 1 hour and 30-minute maximum, and will be calculated by the labor rate per hour. Example: 1-hour travel, plus 3.5 hours on job = 4.5 hours at labor rate.

Parts for the repairs shall be purchased by the bidder and marked up to the percentage indicated on bid. Parts will be invoiced to and paid for by the school district after services are rendered and parts are installed and in working order.

The objective of this bid is to select supplier(s) in such a manner as to provide for open and free competition and comparability.

#### **Initiating Services**

Anderson County School Nutrition will initiate all calls for services. Some preventive maintenance can be prearranged, but all emergency calls will originate from Anderson County School staff. The bidder should contact School Nutrition if she/he will not be available for a certain time span (family, vacation, illness, etc..) so that contingency plans can be developed.

#### CONTRACT PERIOD

The contract shall begin on the date executed by the County Finance Director's signature and shall expire on 06/30/2021.

#### VENDOR QUALIFICATION

Bidders must meet the following criteria to be considered for award:

- Be able to provide products as specified
- Provide dependable service 7 days a week
- Provide three (3) references on Attachment 1 to demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services for institutional/commercial refrigeration establishments.

Anderson County reserves the right to accept or reject any or all bids. The School Nutrition Program Director will recommend the bid award to the County Finance Director. Approvals from Anderson County School Board, the County Attorney and the County Commission are also required. The purchase of products or services shall commence after all this has been accomplished. In the case of contradictory terms between this bid document and the general bid terms and conditions, the most stringent will apply.

#### **BID PREPARATION**

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

Inclusion of items on bid does not guarantee purchase.

All columns on the bid price sheet must be completed in ink or typewritten. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to purchasing@andersontn.org.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due.

#### **DELIVERABLES with Bid**

- 1. All required forms for both Anderson County Purchasing
- 2. School Nutrition Bid pricing item list

#### **BID TABULATION**

Price per hour is 80% of the determining factor for awarding the bid. Parts markup is 20% of the determining factor for awarding the bid. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

#### **CONTRACT TERMINATION FOR CAUSE**

In the event the contract is terminated for due cause by the school district, the district shall have the option of awarding the contract to the next lowest bidder or bidding again. Poor quality product or late delivered product will be grounds to immediately suspend the contract until a more formal notification can be given.

#### CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the school district be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **INVOICES AND STATEMENTS**

All statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH. Two (2) numbered invoices must be furnished at the time of service or within ten (10) days thereafter. All schools serviced under this contract are tax exempt.

The invoice shall include:

Location of service, hours for project, date of service, detailed description of work, and parts (with model and serial numbers if motors, compressors, or other parts individually priced over \$1500), with a grand total clearly visible. Invoices are to be mailed to:

Anderson County School Nutrition Program 101 S Main Street, Suite 470 Clinton, TN 37716-3610

#### **REGULATION COMPLIANCE**

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations. The bidder attests that he has all the insurance, licenses, certifications, certificates, etc... necessary to provide the services for school systems in the State of Tennessee.

#### RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

#### CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
- b. Any member of the immediate family
- c. His or her partner
- d. An organization which employs or is about to employ one of the above.

2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

- 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
  - a.Reprimand by Board of Education

b.Any legal action necessary.

#### Pricing and Escalation or Market Price Information about Specific Bids

If vendor requests a price increase, they must do so in writing 30 days prior and base the request on the following: Consumer Price Index for CPI-U, Other Services.

#### Sanitation and Safety

The vendor will adhere to all safety regulations for the industry as well as state, local, and school district policies for safety of students and staff.

#### **USDA Statement:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the <u>USDA Program Discrimination Complaint</u> <u>Form</u>, (AD-3027) found online at: <u>http://www.ascr.usda.gov/complaint\_filing\_cust.html</u>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture	2) fax 202.690.7442 or
Office of the Assistant Secretary for Civil Rights	
1400 Independence Avenue, SW	3) email: program.intake@usda.gov
Washington, D.C. 20250-9410;	

This institution is an equal opportunity provider.

# Vendor Bid Price Sheet—complete right 2 columns

Vendor

Date

<u>Item #</u>	Description <u>Travel time to and from job site cannot exceed 1 hour and 30</u> <u>minutes round trip. The travel time will be the hourly rate</u> <u>bid under "primary".</u>	Enter Primary Hourly Rate for Licensed Professional Rate/Hour	Rate for Assistant accompanying Primary when necessary Rate/Hour
1	Hourly rate for repairs and maintenance of equipment. From 7am-5pm Monday-Friday.	<u>Primary</u>	<u>Assisting</u>
2	Hourly rate for repairs and maintenance of equipment. After hours Monday-Thursday. After hours is from 5 pm until midnight.	<u>Primary</u>	Assisting
3	Hourly rate for repairs and maintenance of equipment. Weekends-5 pm Friday until 11:59 pm Sunday.	<u>Primary</u>	<u>Assisting</u>
4	Hourly rate for repairs and maintenance of equipment. Holidays- 5 pm day before until 12:01 am day after	<u>Primary</u>	Assisting
5	Indicate percentage markup on parts. Round to 2 places. Example: 5% markup would be 5.00%	% markup	

#### The School Calendar for 2018/2019 can be found at:

http://www.acs.ac/common/pages/DisplayFile.aspx?itemId=68543007

Formula for calculating low bid:

Rate per hour (for primary and assistant combined)\* multiplied by .8

Markup for parts % multiplied by .2

Total of labor and parts = Lowest number would be successful bidder.

\*If bidder does not give an assistant price, the highest bid assistant price will be used to calculate the score.

# Attachment 1 BID NUMBER: 4916 – Industrial Refrigeration Services

SECTION 1 - BID INFORMATION	SECTION 2 - VENDOR INFORMATION
	SECTION 2 - VENDOR INFORMATION
Acknowledgment of Addenda: (Write "Yes" if received)	Vendor Name
Addenda 1 Addenda 2 Addenda 3 Addenda 4	Vendor Address
	City
Number of Years Vendor has been in business for the services described in the Scope of Work:	State     Zip       Telephone Number
	Contact Person (Please Print)
Reference #1 Name:	E-Mail Address
Address:	
Contact Name:	Taxpayer Identification Number, Social Security or Employer Identification Number:
Phone Number:	10
Reference #2 Name:	State of Tennessee Business License Number: License #
Address:	
Contact Name:	I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign
Phone Number:	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
Reference #3 Name:	Invitation for Bid document has not been altered in any way.
Address:	Authorizing Signature:
Contact Name:	
Phone Number:	(Please sign original in blue ink)
	2011 - 101 -

# 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 \_\_\_\_\_

state that I am (Title)	of (Name of My Firm)
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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 <u>Anderson County</u> 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 <u>Anderson County</u> 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	ii	
Notary Public	My commission ex	(pires:	

### Attachment 3



# 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);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- 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
- 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

VENDOR/CONTR/	
Type of Company:	<u>(Check One)</u>
() Corporation	n () Partnership () Limited Liability () Sole Proprietor
ls your company 5	1% Owned or Operated by a Minority Group? Yes No
If yes, check the et	thnic category and indicate % of ownership:
	<ul> <li>American Indian/Alaskan Native%</li> <li>African American%</li> <li>Hispanic%</li> <li>Asian/Pacific Islander%</li> <li>Other%(please indicate)</li> </ul>
Please name the e	entity of certification:
Please provide cop	py of certification letter or certificate
I, HEREBY CERTIFY TH	AT 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,,
ACKNOWLEDGED TO M	CE) TO BE THE PERSON(S)WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND AE THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY RE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED,
	WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE OF NO	TARY:
PRINTED FULL NAM	E OF NOTARY:
MY COMMISION EX	XPIRES:

#### 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 <u>must</u> 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.	$\boxtimes$	Commercial General Liability	\$500,000 per occurrence
		<ul> <li>Occurrence Form Only</li> <li>Include Premises Liability</li> <li>Include Contractual</li> <li>Include XCU</li> <li>Include Products and Completed Operation</li> <li>Include Personal Injury</li> <li>Include Independent Contractors</li> <li>Include Vendors Liability</li> <li>Include Professional or E&amp;O Liability</li> </ul>	\$1,000,000 aggregate tions
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 Declaration	ons 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

6. 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 <u>must</u> 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 <u>21 (twenty-one) calendar</u> <u>days</u> 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 Services

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 <u>XXXXXX</u> (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 services in a manner consistent with the standard in the industry and to the satisfaction of the County.

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

# Term. The term of this agreement shall begin on <u>MM/DD/YYYY</u> and shall end on <u>MM/DD/YYYY</u> 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:** Anderson 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 Services

**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 and delivered 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.

**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:** Vendors 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 Vendor and to Anderson County Government 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 Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

**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.



# Attachment 5 – Sample Contract for Services

**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 nonassigning 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.

Vendor/Supplier:		Anderson County Governme Administrative Approval:	nt
Signature	Date		
		Natalie Erb, CPA, CTP, Finance Directo	or Date
Printed Name		Anderson County Departmer Approval:	nt Head
Title			
			Date
Name of Company			
		Approved as to Form	
Address			
		Law Director	Date
City, State Zip			

Attachment 6

Rev. December 6, 2007

# **BACKGROUND CHECK COMPLIANCE FORM**

	INTY GOVERNMENT
	IG DEPARTMENT
	EET, ROOM 214 or 218
	DN, TN 37716
	) 457-6251
(865) 43	57-6252 (Fax)
BID NUMBER	CONTRACT NUMBER
Annotated Section 49-5-413, which requires all contractor	with Public Chapter 587 of 2007, as codified in Tennessee Code as to facilitate a criminal history records check conducted by the a of Investigation for each employee prior to permitting the bounds when students are present.
<ul> <li>or renews a contract with a local board of education or chi</li> <li>(1) Provide a fingerprint sample</li> <li>(2) Submit to a criminal history records check to be contracted and the second second</li></ul>	employee of any person, corporation or entity who enters into ld care program on or after September 1, 2007, must: conducted by the Tennessee Bureau of Investigations and the
Federal Bureau of Investigations.	
Contact the Anderson County School's Human Resources instructions.	Department at (865) 463-2800 ext. 2811 for fingerprint
Company or Individuals (Name)	Address
City, State, Zip Code	Telephone Number
	()
Contractor License Number (If Applicable)	
Lange to shide by Dublic Charter 597 - 50007	d in Tennessee Code Annotated Section 49-5-413, and certify
that I am authorized to sign. The undersigned further agree Background Check Information on himself and all of his e County Government. I hereby agree to release all crimina Government, the Tennessee Bureau of Investigation and th Tennessee law and I further certify that all information sup to release and hold harmless the above-mentioned governm purposes mandated under Tennessee law. I further certify all current employees and will obtain said information on a defined in this bid or contract, pursuant to Tennessee Code	es if this bid or contract is accepted, to furnish any and all of the imployees as required by law, at the request of Anderson I history and other required information to Anderson County he Federal Bureau of Investigation in accordance with oplied by me regarding this inquiry is true and accurate. I agree
Signature	Title
Printed Name:	Date
(Please Print Clearly)	(Month, Day, Year)
INTERNAL OFFICE USE ONLY	
Notes	

### Attachment 7

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

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

(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** <u>ALTERATIONS OR AMENDMENTS:</u> Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

**1.2** <u>NO CONTACT POLICY:</u> 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** <u>QUESTIONS</u>: 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 <u>purchasing@andersontn.org</u> 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** <u>**TAXES**</u>: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

**1.6** <u>CONFLICT OF INTEREST</u>: 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 <u>NON-COLLUSION</u>: 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** <u>NON-DISCRIMINATION</u>: 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 <u>twenty-five thousand dollars (\$25,000) or more</u>, 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** <u>ACCEPTANCE:</u> 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** <u>**BID AWARDS:**</u> 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** <u>VENDOR'S DEFAULT</u>: 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 <u>DUPLICATE COPIES</u>**: 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** <u>SCHOOL CAFETERIA BIDS</u>: 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 <u>TERMINATION</u>:** 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** <u>OSHA SAFETY</u>: 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** <u>AWARD RESULTS</u>: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at <u>www.vendorregistry.com</u>. 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** <u>APPROPRIATION:</u> 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** <u>ASSIGNMENT:</u> 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 **<u>QUANTITIES</u>**: Anderson County does not guarantee quantities to be purchased off this bid.

**1.34** <u>UNIT PRICE:</u> 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.

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**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** <u>**OWNERSHIP:**</u> 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.

#### Exhibit A

School Nutrition Program Anderson County Schools Margaret Burrell- Director Billing and Central Office 101 S Main Street, Suite 470 Clinton, TN 37716-3622 Phone: 865-457-7560 Fax: 865-457-2290

Anderson County High School 130 Maverick Circle Clinton, TN 37716 Manager: Kim Shetterly Phone: 865-457-9494 Email: kshetterly@acs.ac

Andersonville Elementary School 1951 Mountain Road Andersonville, TN 37705 Manager: Sherry Humphrey Phone: 865-494-8826 Email: <u>shumphrey@acs.ac</u>

Briceville Elementary School 103 Slatestone Road Briceville, TN 37710 Manager: Judy Bray Phone: 865-4264741 Email: judybray@acs.ac

Claxton Elementary School 2218 Clinton Highway Powell, TN 37849 Manager: Robin Moore Phone: 865-945-3233 Email: <u>rmoore1@acs.ac</u>

Clinton Middle School 110 North Hicks Street Clinton, TN 37716 Manager: Dot Dabney Phone: 865-457-6191 Email: ddabney@acs.ac

Clinton High School 425 Dragon Drive Clinton, TN 37716 Manager: Joyce Brooks Phone: 865-457-8321 Email: jbrooks@acs.ac

Dutch Valley Elementary 1044 Old Dutch Valley Rd. Clinton, TN 37716 Manager: Louise Elliott Phone: 865-457-3944 Email: lelliott@acs.ac

Fairview Elementary School 6715 Hickory Valley Road Heiskell, TN 37754 Manager: Jessica Green Phone: 865-494-8619 Email: jgreen@acs.ac Grand Oaks Elementary School 1033 Oliver Springs Highway Clinton, TN 37716 Manager: Melissa Bean Phone: 865-435-9893 Email: <u>mbean@acs.ac</u>

Lake City Elementary School 402 Lindsay Street Lake City, TN 37769 Manager: Autumn Huckaby Phone: 865-426-2109 Email: ahuckaby@acs.ac

Lake City Middle School 1132 South Main Street Lake City, TN 37769 Manager: Kathy Graham Phone: 865-426-6707 Email: kgraham@acs.ac

Norris Elementary School 42 East Circle Drive Norris, TN 37828 Manager: Andrea Shaw Phone: 865-494-7422 Email: ashaw@acs.ac

Norris Middle School 5 Norris Square Norris, TN 37828 Manager: Heather Patterson Phone: 865-494-2349 Email: <u>hpatterson@acs.ac</u>

Norwood Elementary School 669 Tri-County Boulevard Oliver Springs, TN 37840 Manager: Erica McMahan Phone: 865-435-0552 Email: emcmahan@acs.ac

Norwood Middle School 655 Tri-County Boulevard Oliver Springs, TN 37840 Manager: Velma Crowley Phone: 865-435-6234 Email: vcrowley@acs.ac