



WILLIAMSON COUNTY GOVERNMENT

November 15, 2022

To Whom It May Concern:

Williamson County is accepting proposals for a voting machine system from vendors meeting all certifications required by the State Election Commission of Tennessee and the Elections Assistance Commission.

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.

Proposals are due by December 13, 2022, 2:00 p.m. Proposals must 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: **Proposal for Voting Systems, December 13, 2022, 2:00 p.m. Envelope must also include proposer's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE PROPOSAL 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 proposal shall be valid unless signed.** No proposal shall be accepted by FAX machine.

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, Israel Boycott Affidavit and Business Tax and License Affidavit.* Please complete these documents and return them with your bid.

The successful proposer will be required to comply with contract and insurance. Sample contracts are draft only and terms can change at the discretion of the County.

If you have any questions, please you must e-mail leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on December 6, 2022. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

A handwritten signature in blue ink that reads "Leslie Mitchell".

Leslie Mitchell, NIGP-CPP, CPPO, CPPB
Purchasing Agent



WILLIAMSON COUNTY ELECTION COMMISSION

Voting Machine Systems- Williamson County, Tennessee

Seven (7) copies and one (1) electronic copy of your proposal must be submitted.

Williamson County is requesting sealed proposals to replace its current voting machines. Pursuant to Tennessee law, proposed voting machines must be approved and certified by the State Coordinator of elections and the State Election Commission of Tennessee.

Sealed proposals will be accepted in the office of the Williamson County Purchasing Agent until December 13, 2022, 2:00 P.M., central time, and publicly opened. Proposals must be submitted in a sealed package, with the proposed Vendor's name and address on the outside of the package, along with the designation: "PROPOSAL FOR VOTING SYSTEMS." Proposals received after the submittal deadline or incomplete proposals will NOT be accepted or considered. The County reserves the right to reject, in whole or in part, any or all proposals received, and further reserves the right to negotiate the final contract terms, including cost, subsequent to the submission of sealed proposals.

Williamson County reserves the right to issue addenda to the Request for Proposals ("RFP") up to forty-eight (48) hours prior to the proposal due date to clarify the requirements and respond to Vendor's questions. Vendor shall acknowledge receipt of all addenda in their proposals.

Upon selection of a vendor deemed to be the best responsive proposal among the Vendors responding, the County's representatives shall negotiate contract terms for the required services using the County's form contract. If a satisfactory contract cannot be negotiated with the Vendor chosen within a reasonable period of time as determined solely by Williamson County, negotiations with that firm will be suspended, and negotiations shall be undertaken with the Vendor ranked second most qualified. Should a satisfactory contract not be negotiated with either of these vendors, additional firms may be selected in order of their responses. The County reserves the right to cancel or re-issue the RFP.

Please include any and all discounts or credits you will grant towards the purchasing price.

Williamson County is also interested in a trade-in for our surplus voting systems. Please include an alternate deduct if you are willing to offer based on the quantities below. Please include unit and total deduct.

Trade-in: Dominion ICX Ballot Marking Devices: 300
Dominion ICP Digital Scanners & Ballot Bins: 60
High Speed Absentee Scanner (Quantity 2)

Seven (7) copies and one (1) electronic copy of your proposal must be submitted.

WILLIAMSON COUNTY ELECTION COMMISSION
Current Election System Configuration

Early Voting Locations

- 7 Early Voting Locations
- 4 Registrar Stations Each Location
- 8 Ballot Marking Devices Each Location
- 2 Scanners / Tabulators Each Location

Election Day

- 25 Convenience Vote Center Locations
- 4 Registrar Stations Each Location
- 8 Ballot Marking Devices Each Location
- 2 Scanners / Tabulators Each Location

Voting System Specification Questions.

1. Company Information and Certification Credentials. Vendor must meet all certifications as required by the State Election Commission of Tennessee and the State Coordinator of Elections. (Vendor must include the specific version of software that the system or systems are operating).

- A. Please provide software versions of all individual components included in your voting system.
- B. Which version of the VVSG (Voluntary Voting System Guidelines) provided by the United States Election Assistance Commission are you currently certified to?
- C. Please provide any other certifications, industry standard or protocol that your voting system may adhere to.
- D. Fully describe your company ownership. List any individual or organization with more than 5 percent foreign ownership or control.

2. Voting Machines

- A. Describe the procedure with your touch screen ballot marking devices in conjunction with a precinct count optical scan system.
- B. Does your scanner tabulation system allow for hand marked ballots at voting locations in addition to ballots prepared by ballot marking devices?
- C. Describe the ADA capabilities of your ballot marking devices.
- D. How many precincts/ballot styles may be displayed on your ballot marking devices at any one time?
- E. How many contests may be displayed on screen for each ballot?
- F. How is the ballot marking device activated for each voter if there is a power failure?
- G. If the voter wishes to deselect a candidate for some reason, how does the voter change their vote?
- H. Describe the memory device used for the storage of data on each ballot marking device and each optical scan reader.
- I. Describe the container and the mechanism by which the voted ballots are stored at the precinct after the ballots have been cast by way of the optical scanner.

- J. How are election datasets and tabulation results stored? Is the data held in an encrypted format or clear text?
- K. Please explain how your workstations, servers and other election machines have been security hardened.
- L. Does your system have the ability to provide a Cast Vote Record?
- M. Describe options relative to the touch screen ballot marking device and the booths or stands to hold those devices.
- N. Can a software verification hash script be run to verify the certified software version is installed after the voting is completed as well as during system setup?
- O. Can a software verification hash script be performed by Election Commission staff themselves using standard software utilities rather than a proprietary script that you supply?
- P. If votes are tabulated from barcodes or QR codes that contain the same information as on the ballot, are these codes created using an easily readable, standard or are they encrypted using a proprietary algorithm?
- Q. Where are your hardware components sourced (manufacture and assembly) including internal electrical/ electronic components?
- R. What are our options for the procurement of physical ballot paper? Are you the single source supplier?

3. Future Upgrade

- A. Does your company have a means to make on-going changes/updates to the system as deemed required by law?
- B. Is your voting system expandable and scalable?
- C. Describe your process for the regular application of security patches. How frequently are patches applied?
- D. Will you have the ability to upgrade systems to VVSG (Voluntary Voting System Guidelines) 2.0?

3. Warranties

- A. What warranties exist at purchase?
- B. Any warranties provided exist for that time period?

4. License Fees, Support Fees, Hardware Fees, Additional cost per Hardware Unit

- A. Does your company claim any rights to collect future payments for a license fee to use any hardware items or any software fees?
- B. Does your company claim any rights to collect future payments for any support fees?
- C. Does your company claim any rights to collect future payments for any hardware fees?
- D. Does your company claim any rights to collect future payments for any product or service involved with this purchase?

5. Election Programming

- A. What programming software is provided to Williamson County with this purchase?
- B. If programming software is not provided in this contract, what programming cost will Williamson County pay for programming the each election?

- C. For counties that will not program their own election, what companies are available to provide the election programming for those counties?
- D. What training is provided to Williamson County for programming?
- E. What support is provided to Williamson County after purchase?
- F. Will upgrades to software and programming be included in maintenance cost?

6. Training cost for Poll Officials

- A. What training is included in the proposed contract for Election Day Precinct Officials?
- B. What training is included in the proposed contract for the Administrator of Elections and their office staff?
- C. What training is included in the proposed contract for the Machine Technicians?
- D. Is the training included in the proposed contract available on site for the county election office or is it available out of state.
- F. The training included in this proposed contract is available through what election date?
- G. The training included in this contract is provided in what format or version (lecture, video, DVD, power point, manuals, online, etc).
- H. Should Williamson County wish to contract for additional training beyond what is included in this contract, what additional training is available at what price?

7. Election Day Support

- A. What contractual support is provided for Williamson County if at noon on Election Day we experience a major event at a precinct involving your system?
- B. This support is provided through what election date under the terms of this contract?
- C. What contractual support is provided for Williamson county if after the polls are closed they experience a major event in closing out an election precinct?
- D. This support is provided through what election date under the terms of this contract.
- E. What contractual support is provided for Williamson County if at the central election office after collecting the vote tally from majority of their precincts, we experience a major computer programming problem with two precincts left to go?

8. Absentee Voting Tabulation

- A. Describe the options regarding your absentee voting tabulation system(s).
- B. How many ballots may be processed in one hour on your tabulation system?
- C. Should the tabulator or scanner become inoperative, describe the secondary emergency mechanism for tabulation.

9. Additional Cost

- A. Who pays the shipping cost on the delivery of all hardware items being purchased by Williamson County?
- B. If Williamson County is expected to pay the shipping cost, what are those costs?
- C. What additional supply cost will Williamson County experience for the future operation of this voting system we are purchasing not included in this contract? (For example: Specification on any specialty printing tapes, seals, batteries, card readers, cabling items. etc.)

10. Items Excluded and Not Part of this Contract

- A. What fees, conditions, and terms are in addition to Vendor’s response to the RFP if any, and would be the responsibility of the Williamson County election office?

11. Payment Schedule and Expected Delivery Date

- A. What is the total cost of the voting system that is being proposed based on the number of voting locations shown under “Current Election System Configuration”, on page 1? Include unit pricing for each component in the event of future expansion. Include maintenance cost, service hour pricing and any additional costs that should be considered during evaluation of your proposal. Please include purchase options, deductions, savings, and previous credits that you wish Williamson County Election Commission to consider.
- B. What payment schedule exists? Does Williamson County pay any percentage when signing the contract? What payments are expected on delivery of the machines?
- C. What is expected delivery date from time Williamson County signs the contract?
- D. If Williamson County is holding a Brentwood Municipal Election in May 2023, what is latest date they can sign a contract to take delivery of the Voting Machine Systems for use in early voting starting in mid-April of 2023?
- E. Williamson County would request that delivery of software, early voting equipment and training to be in place by March 31, 2023. Can your company honor this request?
- F. Describe your implementation plan for delivery, training, support and any other items needed to complete set up for use of new voting system.

Evaluation Criteria

- Cost-20 points
- Compliance with Local, State, and Federal requirements for voting systems-10 points
- Usability of System-20 points
- System Specifications-10 points
- Warranties-5 points
- Training-10 points
- Support Availability-10 points
- Implementation Plan-10 points
- Prior Experience with proposed product-5 points

Signature Page

The proposer has received the following addenda:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____

Email Address _____

Date _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

Ethical Standard Affidavit.

State of Tennessee

County of Williamson County

Ethical Standard Affidavit. After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of _____ (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

Witness: _____

Date: _____

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ **County of** _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
Tennessee Code Annotated, Section 12-4-119**

Effective July 1, 2022, this form must be submitted for any contract that is \$250,000.00 or more to comply with Tenn. Code Ann. § 12-4-119, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with Williamson County, Tennessee which has ten (10) or more employees and is for \$250,000.00 or more in value.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Authorized Official certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, will not for the duration of the contract engage in, a boycott of Israel in any manner.

Authorized Official represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Authorized Official

Signature of Authorized Official

GENERAL CONTRACT TERMS FOR
GOODS AND SERVICES
VOTING MACHINES

The following are general contract terms contained in similar Williamson County form contracts concerning Goods and Services. The terms contained herein are not to be viewed as an all-inclusive list of terms having the effect of excluding other terms. Williamson County reserves the absolute right to revise, delete or add terms and obligations as the County determines are in its best interest.

1. Understanding the County is relying on these representations, the Contractor, by executing this Contract, makes the following express representations to County:
 - A. The Contractor has the capability and experience to provide the Services and Goods and to fully comply with all terms and conditions of this Contract;
 - B. The Contractor is financially solvent and has sufficient working capital to perform the Services and provide the Goods and all other obligations under this Contract;
 - C. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department, or local government;
 - D. The Contractor has not, within a three (3) year period preceding this Contract, 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;
 - E. The Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (Federal, State or local governments) terminated for cause or default; and
 - F. Contractor will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its provision of Work and responsibilities, as set forth in this Contract.

2. The multi term contracts that exceed June 30 of the current year are contingent on future funding by the County's legislative body. The County warrants that it has the funds available to pay all payments until the end of your current fiscal period and shall use reasonable effort to obtain funding through the budgeting process as provided under the 2001 Williamson County Budget Act. Should the Williamson County Board of Commissioners fail to appropriate funds to pay the payments for subsequent fiscal years, then County shall provide Contractor with notice and this Contract shall terminate on the last day of the fiscal year for which funds were appropriated. Nothing contained in this Contract or any other document provided by Contractor shall be construed as binding the County to expend any sum in excess of appropriations made by County's Legislative Body for the purposes set forth in this Contract or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations including, but not limited to, liquidated damages.

3. Contractor shall indemnify, hold harmless, and defend the County from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the County by reason of any negligent act or omission of Contractor, its agents, its subcontractors, or its employees, in the execution of the Work herein contracted for. Further, Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from 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, labor laws and minimum wage laws.

4. Contractor acknowledges that it shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former 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 of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of Contractor, a subcontractor under a contract to Contractor or a person associated therewith, as an inducement for the award of a subcontract or commercial sales order.
5. Contractor agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the Contract or the Services provided by Contractor. Contractor agrees that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
6. County may terminate this Contract for cause, in whole or in part, if Contractor, as determined by County:
 - A. engages in any conduct that may expose the County to liability;
 - B. breaches any of the material terms or obligations under this Contract, including but not limited to obtaining and maintaining, throughout the Term of the Contract, Federal and/or State voting system certification; or
 - C. fails to cure a breach within the time stated in a notice of breach provided Contractor shall be afforded no less than thirty (30) days to cure any such breach under this Contract unless otherwise mutually agreed upon by the parties.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material. County will only pay for amounts due to Contractor for Services and Goods accepted by the County before the effective date of termination. Contractor must promptly reimburse to County any prepaid amounts by the State prorated to the date of such termination, including any prepaid Fees for support and licensing services. Further, Contractor must pay all reasonable costs incurred by County in terminating this Contract for cause, including administrative costs, attorneys' fees, and court costs.

County may terminate this Contract if Contractor, or any successor or assignee of Contractor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Contractor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Contractor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.
7. The County may terminate this Contract at any time upon thirty (30) calendar days' written notice to Contractor. Termination will become effective thirty (30) days after the date of the notice of termination, unless the County's notice provides for a different termination date beyond the thirty (30)

day notice. Contractor shall be compensated for the provision of Goods and Services provided prior to the termination date and which is required to fulfill Contractor's obligations. The parties may agree to mutually terminate this Contract by written agreement signed by both parties.

8. Contractor shall deliver the Goods within the timeframe set forth in the applicable Purchase Order, FOB destination, with such destination being the "ship to" address as specified in the applicable Purchase Order. Contractor shall bear all risk of loss of or damage to the Goods until receipt of delivery at the ship to address, and shall arrange and pay for all transportation and insurance sufficient to fully protect the Goods while in transit. Each shipment shall include a packing slip indicating the County's order number, and a description of each item shipped, and the quantity shipped. If any loss to, or damage of, the Goods occurs prior to receipt of delivery at the ship to address by the County, Contractor shall immediately provide a replacement of Goods of the same make, model and capability. Title shall pass upon inspection and receipt of the Goods.
9. Contractor's personnel performing Services shall be licensed as required by applicable law and shall be neat, clean, and courteous. Contractor shall not permit its agents, servants, or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive, or objectionable manner. Contractor shall be responsible for all its expenses in connection with its operation and the rights and privileges herein granted, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon Contractor, and secure all such permits and licenses as may be lawfully required.
10. To the fullest extent permissible by applicable law, Contractor shall indemnify and hold harmless County, its officers, agents and employees from 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 provision of the Goods and Services and 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 laws, labor laws, and minimum wage laws except caused by the gross negligence of County, its officers or employees.
11. Contractor acknowledges that the County is subject to the Tennessee Open Records Act. This may require County to provide requested documents to members of the public or press including, but not limited to, a copy of the Terms and Conditions or any documents submitted by Contractor as part of its response to bid request. Compliance by County with the Open Records Act shall not be a breach of the Contract. Should County receive a public records request that includes the provision of any document provided by Contractor, County shall give Contractor no more than five (5) working days to object to the provision of the documents including the basis for the objection.
12. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. 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 section.
13. This Contract is governed, construed, and enforced in accordance with the State of Tennessee law excluding choice-of-law principles, and all claims relating to or arising out of this Contract shall be governed by Tennessee law, excluding choice-of-law principles. Any action between the parties arising from this Contract shall be maintained exclusively in the courts of Williamson County, Tennessee.

14. Contractor must notify County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding involving Contractor, or an officer or director of Contractor, that arises during the term of this Contract and that could reasonably be expected to affect Contractor's ability to comply with this Contract.
15. In the event either party deems it necessary to take legal action to enforce any provisions of this Contract or in the event County prevails, Contractor shall pay all of County's expenses of such action including reasonable attorney fees and court costs at all stages of litigation.
16. Nothing contained in the Contract is intended nor will be construed as creating any requirements that County contract exclusively with Contractor. This Contract does not restrict County or its agencies from acquiring similar, equal, or like Services or Goods from other sources.
17. This Contract has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Contract, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever the Contract provides for one party hereto to provide authorization, agreement, approval, or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement, or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion and shall be in writing unless otherwise mutually agreed by the parties.
18. Without limiting its liability under this Contract, the Contractor will procure and maintain at his/her expense during the life of the Contract any/all applicable insurance types and in the minimum amounts stated as follows:
 - A. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 1. Per Occurrence limit of not less than \$ 1,000,000
 2. General Aggregate will not be less than \$ 2,000,000
 3. Medical Expense Limit will not be less than \$ 5,000 on any one person.
 4. Completed Operations, including on-going operations in favor of the Additional Insured
 5. Contractual Liability
 6. Personal Injury
 - B. Business Auto Liability (including owned, non-owned, and hired vehicles)
 1. Combined Single Limit \$ 1,000,000 or
 2. Split Limit:

Bodily Injury:	\$ 1,000,000 Each Person, \$ 1,000,000 Each Accident
Property Damage:	\$ 1,000,000 Each Accident
 - C. Umbrella Excess Liability
 1. \$ 1,000,000 over primary insurance
 - D. Workers Compensation
 1. State: Statutory
 2. Employer's Liability:

\$ 1,000,000 per Accident
\$ 1,000,000 Disease, Policy Limit
\$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to this Contract only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any Services hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management. All insurance provided by Contractor and subcontractors in compliance with this Contract shall be

primary as to any other insurance or self-insurance programs afforded to or maintained by County.

19. Nothing contained in this Contract 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 Contract, or as involving Williamson County in any contract or other obligation for the further expenditure of money in excess of such appropriations.