

Anderson County Government

Request for Proposals

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<http://andersontn.org/purchasing>

RFP No.: 4937

Date Issued: March 26, 2019

Proposals will be received until
2:30 p.m. Eastern Time on April 24, 2019

Sealed solicitations are subject to the General Terms and Conditions and any other data attached or incorporated by reference. Responses 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

Request for Proposals for Door Access Control Systems. RFP Envelope cover must list the RFP Title and RFP Number.

Anderson County
Request for Proposals #4937
Door Access Control Systems

Summary

It is the intent of Anderson County Government (here after referred to as the "County") to solicit proposals from qualified Vendors for Door Access Control (DAC) Systems. The County and the selected Vendor will enter into an agreement to provide procurement and installation of the door access control systems for the County facilities specified in Appendix B in a phased approach starting summer of 2019 and continuing through completion. The detailed specifications for the Door Access systems requested are described in the Scope of Work.

The County anticipates issuing a one-year contract beginning July 1, 2019 to include installation of the new system and maintenance, with the option to renew for up to four additional one-year periods.

The awarded contract(s) will incorporate this document, the winning vendor(s)' response(s), and the language in the Sample Contract in Attachment 5.

The County reserves the right to negotiate lower prices with the contracted vendor(s) in the case of market fluctuations, purchase volume increases or price decreases provided directly to the vendor. The County reserves the right to adjust upward or downward the quantities of items purchased without altering the unit purchase price upon award and throughout the contract period.

Vendors shall propose on all of the services being requested in this RFP.

Schedule of Events

Event	Date & Time
RFP Issued	March 26, 2019
Optional Pre-Bid Vendor's Conference and Walk-Through	April 3, 2019, 9am-11am Anderson County HR Dept. 100 N Main St., Room 104 Clinton, TN 37716
Preferred Deadline for Questions & Answers related to this RFP	April 10, 2019
Due Date for Proposals & Public Proposal Opening	April 24, 2019 @ 2:30pm Purchasing Office, Room 214
Anticipated award date	May 2019

Proposal Requirements

All proposals shall be organized into the sections listed below. Responsive proposals will be evaluated and scored by the points listed in parenthesis.

Tab 1. Pricing (40 Points)

Tab 2. Three reference letters for similarly completed projects (10 Points)

Tab 3. Equipment Solution (20 Points)

Tab 4. Project Plan (20 Points)

Tab 5. Qualifications and Experience (20 Points)

Tab 6. Required Attachments

Anderson County reserves the right to request clarifications to proposals.

Tab 1. Pricing (40 Points)

Pricing shall be submitted on the Pricing Sheet contained herein. Tab 1 must include an itemized listing of all the components and labor charges that generate the per building costs.

Tab 2. Three reference letters for similarly completed projects

Proposals shall provide Reference Letters from three (3) examples of successful Door Access Control system projects with a similar scope of work installed by the vendor within the last five (5) years. A listing of all projects for local governmental entities completed within the last five (5) years shall be provided.

Tab 3. Equipment solutions

The proposal must:

- Provide a narrative description of the proposed technical solution, sufficient to demonstrate an understanding of Scope of Work.
- Include a diagram of their design providing a pictorial representation of the proposed solution(s).
- Provide specification sheets for all products (e.g., door strikes, proximity cards, proximity readers, controller and access control management software).
- Confirm compliance with the warranty coverage listed in the Section 2.7 of the Scope of Work and describe equipment replacement procedures.
- Describe how the service agreement as described in Section 2.8 will be managed to include response procedure for first-time service calls, escalation service calls and emergency service calls.
- Clearly identify the physical and logical requirements from the County's data network.

If the proposed solution requires any additional components from the County (e.g., server needed for a management console, etc.) to meet the functional requirements of the solution not included in the proposal, the vendor must:

- a. Identify optimal requirements and their purpose
- b. Identify the estimated cost to the County for these components

Failure to disclose additional components and estimated costs that are required for to deliver the described functionality but not included as a part of the proposal will be grounds for disqualification of the proposal or result in the vendor providing the missing components at no additional cost to the County.

Exceptions to any of the requirements listed in the Scope of Work must be specified.

Tab 4. Project Plan

The Vendor will include in their Proposal an overview of their proposed project plan to include a proposed installation schedule, communication approaches, how any disruption in normal building operations will be managed to specify the time period during the cutover.

The Proposal shall describe the proposed project team and the level of qualification of the staff that will be assigned to this project to include required certifications and years of experience. The proposal shall provide the number of staff that will be dedicated to the project. The proposed Project Manager shall be identified and the resume of the Project Manager shall be included. Names of other staff need not be provided.

Responses that contain proposed services or devices from multiple providers must identify all responding parties and include a synopsis of the partner relationship as well as the party that will serve as the prime Vendor/contact for the County must be detailed.

The proposal shall provide a recommended installation schedule.

Tab 5. Qualifications and Experience (20 Points)

Proposal must provide the following information:

- Publicly available financial statements
- Organizational Overview: A brief overview of the vendor's organization.
- Number of years in business
- Number of current customers
- Copy of TN Alarm Systems Contractor License

Tab 6. Required Attachments

Proposal must include the following signed attachments:

- Attachment 1, Vendor Information Form
- Attachment 2, Non-Collusion Affidavit
- Attachment 3, Diversity Business Information (if applicable)
- Attachment 4, Insurance Requirement Acknowledgment

Additional Information

Additional information may be provided at the Vendor's discretion.

2. Scope of Work

The purpose of this Request for Proposal (RFP) is to acquire the services of an experienced and qualified Vendor(s) to provide, install, configure, service and warranty on current and new Door Access Control (DAC) systems at five (5) County facilities. Three (3) locations have DAC systems in place that the awarded vendor will take over.

The DAC systems will require new CAT5 cable runs to each device. The County will provide the PoE/PoE+ network switches required for connections. The awarded vendor will work with the County's IT department to integrate the devices on the network.

The County intends to provide server(s) and storage required for software included in the proposed solution. As an option, If the proposed server(s) is not a purpose built and hardened appliance, the server solution must be based on tier-1 manufacturer hardware such as Dell, or HP.

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation.

The Door Access Control (DAC) implementation will consist of:

- Provide and install internal and external DAC units
- Provide and install all appropriate cabling to connect DAC unit to PoE switch
- Configure and program DAC per County provided schedule and requirements
- Configure and program card readers and access cards
- Test each DAC unit to verify proper operation.
- Document the environment

The DAC system is to include the following:

- Servers and Storage
- Warranty Services
- Integration Services
- Service Agreement (annual/monthly fee)
- Training Services (at no charge)

The five (5) County *location address* with the required **estimated** door access monitors in **parenthesis** are as follows:

1. Anderson County Courthouse **(50)** – **takeover location**
100 North Main Street, Clinton TN 37716
2. General Session II Building **(10)** – **takeover location w/new installs**
728 Emory Valley Oak Ridge, TN 37830
3. Oak Ridge Court Clerk Building **(3)** – **new install**
728 Emory Valley Oak Ridge, TN. 37830

4. Norris Court Clerk Building (1) – new install
3310 Andersonville Hwy Suite B
Andersonville, TN 37705

5. Jolley Building (27) – Juvenile Court takeover w/remaining tinstall
101 South Main Street Suite 400

The vendor shall incorporate the existing equipment (door strikes, wiring, etc.) into the new system. The door hardware will remain the same at the below locations as they are **takeover sites** of current door access system:

1. Anderson County Courthouse
2. General Sessions II
3. Juvenile Court (within Jolley Building)

The following require **elevator access** ability:

1. Anderson County Courthouse (take over)
2. Jolley Building

All locations require exterior door access ability.

The pre-bid conference specified in Section 1.2 will include an optional walk through of the locations. The successful vendor shall be responsible for confirming the existing environment prior to installation.

Project Management

The installation, testing, and operation of the system shall be accomplished by a cooperative effort between the County and the selected Vendor. The Vendor shall designate a single representative to act as Project Manager, who shall have the authority to act on behalf of the Vendor on all matters pertaining to the Contract.

In the event that the Project Manager or any employee of the Vendor is, in the opinion of the County, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of the removal of a Project Manager, the Vendor shall, within fifteen (15) days, fill this representative vacancy.

Permits

The successful Vendor shall be responsible for complying with all local, state, and federal codes applicable to this installation. This includes the Electrical Permit required by the State for low voltage installations.

Materials

All equipment shall be new and be the latest released system hardware and software version. In the event a new software or hardware version is released after a portion of the system has been installed, but before the entire system is deployed, the vendor shall

upgrade the hardware and software at all other previously installed locations to the latest version.

The Vendor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the devices.

2.1 DOOR ACCESS CONTROL SYSTEM SPECIFICATIONS

Minimum specifications for the door access control system are provided below.

2.1.1 Door Access Controller

The preference for the door access controller will be an IP-based platform that operates on power provided by Power over Ethernet capable data ports. The door access controller units may either operate in a centralized architecture (multiple doors per controller), or in a decentralized architecture (1-2 doors per controller).

The door access controller will require only one CAT5 cable connected to the Owner-provided network PoE+ switch port to function and will provide power for both the card reader and the door strike. The network switch port will provide up to 30 watts of power. The CAT5 cable that is provided will be Green in color. If more power is required for the door access solution to work, it will be the responsibility of the Vendor to provide additional power injector(s) as necessary. Any such additional equipment must be housed in the technology closet. Additional wiring components that are installed must be of proper rating.

The controller must fit in an enclosure no larger than a standard two gang electrical box. A controller will be installed at each door location. All doors and frame materials consist of metal and glass construction.

2.1.2 Door Controller Enclosure Cover

The door controller enclosure cover will house the controller and the card reader will mount on the enclosure cover. The enclosure will be a standard two gang electrical box provided by others. The enclosure cover will be metal, tamper resistant and secured to structure with tamper proof fasteners.

Exterior enclosures will meet IP66 standards.

2.1.3 Door Strike

The door strike(s) will be of commercial quality and designed to function with the power provided by the controller. The strike will be designed to hold an unlock state for up to five (5) minutes. The actual unlock time required at each door will be determined by the Owner. The Vendor is responsible for selecting the correct type of door strike for each door. The Vendor is responsible for installing the required wiring from the controller to the door strike.

2.1.4 IP Multi-Reader

The multi-reader will be designed for both indoor and outdoor use. The reader will support HID proximity cards and iCLASS cards. The reader will provide visual indication through a change from Red to Green when a card is successfully scanned. The reader will be

powered by the door controller and will be attached to the controller enclosure. All fasteners will be tamper proof.

2.1.5 Accessible Door Access Control

The order of operations for unlocking and opening a door when the ADA button is depressed will be reviewed by the County. The County must sign-off on the agreed upon method of access into the building with a DAC unit and ADA functionality.

2.1.6 Access Control Management Software

The management software must support a minimum of six hundred (600) active card users.

The software must have GUI user interface and be remotely accessed via a web based interface. The software must be capable of assigning users to zones and allow each user to have access to specific doors.

The access control management system must allow remote triggers to unlock doors, program for holidays, weekends and special onetime occasions.

The access control management system must be able to perform an emergency lockdown from any authorized computer. The Vendor must identify the virtual server system resource (memory, CPU, storage and network) requirements for the management system.

A standalone server based management system will also be accepted. However, if a standalone management system or appliance is required, the vendor must include all necessary hardware to operate the management system.

The access control management system must be licensed to allow a minimum of five (5) system administrators managing the system simultaneously.

2.1.7 Proximity Card Printer

The Vendor shall incorporate the current printer (Datacard SD260) or the printer decided upon by the County.

2.2 DATA CABLING SPECIFICATIONS

Vendors are required to provide unit pricing for additional cable run. This unit pricing may be used for any additions (or deductions) that may be necessary after installation has begun. All pricing is to include **Category 5** UTP cable, patch panels, termination jack/connector, cable support and labor based on the specifications detailed in this section.

2.2.1 Patch Panels Base Bid

The Vendor will supply and install CAT5 patch panels for the IP door access control units at the MDF and at each of the IDFs as required to support the cable count. The Vendor will supply unit pricing for additions (or Deductions) that may be necessary after installation has begun.

2.2.2 Cable

The cabling infrastructure shall employ a copper medium, referred to as UTP (Unshielded Twisted Pair) cabling, commonly employed in commercial voice and data networks. To this extent, the finished infrastructure in total shall comply with the installation procedures used for such voice and data infrastructure builds as specified under TIA/EIA 568B standards concerning same. With regard to the preceding, the finished infrastructure initially shall serve to deploy an IP-based signaling format in the future without any substantial changes to the infrastructure as built. To that end, TIA/EIA stipulations to cable distances, methods, and manners shall require strict adherence. This infrastructure shall also meet the following specific criteria:

- 2.2.2.1 The vendor is responsible for neatly coring and sleeving through walls, floor, or ceilings as necessary to route cable into hallways, tech closets or other areas that require the devices (WLAN AP).
- 2.2.2.2 The vendor is also responsible for fire stopping all penetrations made and/or used.
- 2.2.2.3 The cable will be certified by the manufacturer to support 802.3af (POE) and 802.3at (POE Plus).
- 2.2.2.4 Any firewalls penetrated to facilitate the routing of communication wiring shall, upon completion of that wiring, be fire stopped using approved methods as outlined in the National Electric Code, and all applicable State, County, and City ordinances. The contractor shall be responsible for fire stopping all penetrations used for routing of the contractor's cable regardless of who made the penetration access. The vendor is responsible for coring, sleeving, and firestopping penetrations through walls, floor or ceilings as necessary to route cable into hallways ER/TR, or other areas that require IP security door access control units.
- 2.2.2.5 The vendor is also responsible for providing all necessary documentation to show that the fire stopping meets all applicable Federal, State, County, and City ordinances including a copy of the fire marshal approval.
- 2.2.2.6 Horizontal UTP drop cabling shall be terminated via an IDC (insulation displacement connection) to a 110-RJ45 type jack in the patch panel.
- 2.2.2.7 While the defined system is preferred under a single source manufacturer/supplier, for the purposes of meeting specification, the component parts of the infrastructure may be from multiple vendor sources. The unshielded twisted pair (UTP) – a base proposal of Category 5 installation shall be part of a manufacturer's certified program to include a minimum 15-year warranty on the entire channel. Minimally, the UTP installation must include a Manufacturer's Performance Certification and a minimum 15-year warranty on all material and labor. The Certification may be through a single manufacturer that supplies all cabling and connectors or through a joint program (one manufacturer's cable combined with another manufacturer's connectors).
- 2.2.2.8 The vendor is responsible for applying for the performance warranty, as well as providing documentation of that warranty to the Owner.
- 2.2.2.9 The cable specified shall be in conduit or raceway between the device and the wiring closet (MDF/IDF) in areas where the cable is exposed and not run behind walls or suspended above the ceiling. Cables tied to electrical conduits or laid on ceiling tiles will not be accepted.
- 2.2.2.10 The cable installers will be certified by the manufacturer on the cable and components used.

Vendor must comply with all EIA / TIA specifications as well as local building codes.

2.3 INSTALLATION / INTEGRATION SERVICES

The following are the required installation/integration services.

2.3.1 Work Schedule

Any work scheduled inside of buildings, or on the building premises, must be coordinated with the County. Arrangements must be made through the County for additional work hours, if needed. It is anticipated the installation will start early summer 2019.

The installation schedule for summer working hours is 8:00 A.M. to 5:00 P.M, Monday through Friday. Weekend work will be coordinated with the County as deemed necessary. The County will work with the vendor to provide appropriate access for each building. Please note that schedules are subject to change with short notice or no notice.

2.3.2 Door Access Control System Integration Services

The Vendor will meet with the County to develop the programming required for the system. The vendor will develop a document that lists the detailed operation of the system, including the lock/unlock timing for each door, card access levels for each staff member, door monitoring/reporting parameters and alarm reporting. The County will review the document with the Vendor and approve/modify the document. The Vendor will then generate a final document that will define the operation and functional specifications for the installation. Additional integration requirements are defined below:

- Install all cabling and equipment according to State, Federal and Local codes.
- Install all equipment and software according to the manufacturer's specifications.
- Identify needs for all building penetrations, firestop, conduit and cable pathways for any exterior devices.
- Install all door actuating equipment, associated components and any required electrical service for a fully functional system.
- Install and configure PC hardware, monitors, printers and all software for a fully functional system. Provide and install software that allows remote monitoring and control of the entire system across the County network.
- Install software on up to five the County computers that allows monitoring and control of the entire system.
- Program all proximity cards that are required for the County staff, including temporary staff.

Label all system components. At a minimum the label should identify the device, the associated control equipment and the associate communications closet. Cable labels will identify all cabling associated with a device and be recorded on a cable identification document that will be delivered with the as-built documentation. The labeling scheme will be developed by the Vendor and approved by the County.

2.3.3 Network Configuration

The Vendor will NOT be responsible for making changes to the current data network.

2.3.4 Latest Firmware/Software

The latest released network hardware and software revisions/version will be provided and installed at the time of delivery. In the event a newer software or hardware revision/version is released after a portion of the proposed network has been installed, but before the entire network is deployed, the awarded Vendor shall upgrade the hardware and software at all other previously installed equipment (at this location only) to the latest version. In short, at the time of final contract acceptance and final contract payment, all network components installed will have the latest release level of hardware (firmware) and software.

2.3.5 Device Connectivity

The Vendor will be responsible for providing connectivity between the equipment (VMS, Storage etc.) and the data center network switches. All installed cabling will be neatly dressed and routed through the cable management system if available. The label machine and labels will be supplied by the installer. All installed copper patch cables will be neatly dressed in the cable management system where available or will use Velcro straps to professionally dress the cables. The color of patch cables used for the Door Access Controllers will be red. All copper and fiber patch cables for connecting the proposed hardware will be supplied by Vendor.

2.3.6 System Testing

The Vendor will verify and demonstrate to the County that all hardware, software, cabling and all other system components are functioning according to the specifications, the vendor's proposal and the programming document that was developed with the County. Additional testing requirements are defined below.

- Test the operation of all card readers and doors.
- Test system detection and outbound notifications of all alarm conditions, door open conditions, valid and invalid card reads and any other functions that are part of the system.
- Verify that all door lock/unlock programming is operating according to the programming document that was developed with the County.

Verify that the Security functions of the system are operating correctly, including monitoring of door contacts, motion sensors, glass break sensors and the interface with the fire alarm panel.

2.3.7 Cable Testing

The cable shall be tested after installation and meet all testing and installation requirements compliant with Category 5 based in part or all of the following standards:

- A. ANSI/TIA/EIA 568-B.1 – Commercial Building Telecommunications Cabling Standard, Part 1; General Requirements.
- B. ANSI/TIA/EIA 568-B.2-1 – Commercial Building Telecommunications Cabling Standard, Part 2; Balanced Twisted-Pair Cabling Component

- C. ANSI/TIA/EIA 569-B – Commercial Building Standards for Telecommunications Pathway and Spaces
- D. ANSI/TIA/EIA 606-A – Administration Standard for Commercial Telecommunications Infrastructure
- E. ANSI/TIA/EIA 607-A – Commercial Building Grounding (Earthing) and Bonding requirements for Telecommunications
- F. NFPA 70, National Electrical Code (NEC 2005)

Additionally, all cabling shall comply with the following requirements:

- A. The conductors of the pairs will be of solid copper construction.
- B. This cable shall possess the ratings by UL (Underwriter's Laboratory) CMP as applies to the cable type and insulation.

2.4 TRAINING SERVICES

The Vendor will provide training on all systems that are installed as a part of this RFP. The training services will be provided at no additional cost to the County. The training services requirements are as follows:

During the design and integration process, the County's personnel shall be involved and will interact with engineers performing these services. Training and knowledge shall be imparted to the County's personnel during this process. It is understood that this process shall be followed as long as it does not impact the Vendor's process, progress and schedule.

Prior to the "go live" of the systems, the Vendor will coordinate with the County on the training that will be provided. A training schedule will be established by the County. The training shall consist of two training tracks (a) System Administration Training (b) End User Training. Training will be conducted on-site.

2.4.1 System Administrator Training

A minimum of **two 2-hour** will be dedicated for the system administration training. The complete training will be conducted as two separate sessions. At this training, the Vendor will review and demonstrate:

- i. The configuration of the system as deployed
- ii. Adding user and restricting access levels
- iii. Additional features of the system (that may have not been implemented)
- iv. Basic and advanced search techniques
- v. Archiving and retrieval
- vi. Download and record archived
- vii. Storage system maintenance
- viii. Day-to-day maintenance of the system

- ix. Add additional devices to the system
- x. System software/firmware upgrades (minor)
- xi. Remote viewing (view only mode) functions
- xii. Management system operation and reporting

Other details of this training session will be discussed at the design meeting.

2.4.2 End User Training

A minimum of **FOUR one 1-hour** sessions will be held for the **end user training**. At this training, the Vendor will review and demonstrate:

- 2.4.2.1.1 Remote functions
- 2.4.2.1.2 Retrieval of archived (if allowed by the user's privilege)
- 2.4.2.1.3 Setting and changing user preferences

Other details of this training session may be discussed at the design meeting.

2.5 DOCUMENTATION

The Vendor shall compile and distribute to County's representatives, two (2) complete sets of hard copy documentation and one (1) electronic copy.

The Vendor will provide upon project completion, the system design and configuration documents. This documentation will include drawings, spreadsheets, database etc. to represent the details of equipment placed within the buildings.

To be included in a typical documentation package are:

2.5.1 Rack Elevation Drawings

2.5.2 Appendices –

- 2.5.2.1 Building drawings showing the location of all installed hardware components
- 2.5.2.2 A cable identification document identifying all cabling referenced to the associated hardware for each building
- 2.5.2.3 A cable identification document that identifies all door contacts, sensors and all alarm wiring for each building
- 2.5.2.4 Inventory that includes building, location within building, device, manufacturer, model name, serial number, and asset tag number
- 2.5.2.5 Operation manuals and specification sheets for all hardware and cabling
- 2.5.2.6 Operation manuals and training materials for all software
- 2.5.2.7 Manufacturer's warranty for all system components including cabling
- 2.5.2.8 Vendors warranty for installation services
- 2.5.2.9 Softcopy: Configuration Files: Backup configuration files (.cdb,

.cfg,) will be saved in softcopy from all appropriate installed equipment. These files would be used in the event that the original configuration file on the equipment gets corrupted and becomes unusable. Softcopy of all the documentation files provided as part of the documentation package

2.6 Project Closeout

- 2.6.1.1 Upon notification the installation is substantially complete, an electronic copy of the punch list will be prepared and presented to the vendor.
- 2.6.1.2 To facilitate the close out process, the vendor will present a complete list of all punch list items resolved with the date and item(s) completed, resolution documented and be returned to the County in an electronic format.
- 2.6.1.3 The County's representative will present Sign Off /Closeout documents to the Vendor for signatures. A copy of the document will be given to the Vendor.
- 2.6.1.4 Manufacturer warranty for equipment will commence only upon building / phase closeout and will extend through the manufacturer provided warranty.
- 2.6.1.5 The County reserves the right to inspect and approve or reject the installation before signoff. If the County rejects the workmanship or equipment functionally, the Vendor must repair or replace at their cost.

2.7 BASE SYSTEM WARRANTY

All equipment and labor shall include a **3-year extended warranty**.

Manufacturer warranty certificates must be provided for all hardware equipment. All warranties will commence upon Final Acceptance.

2.8 SERVICE AGREEMENT

The Service Agreement at a minimum, shall include the following services:

Routine services to include:

- Telephone support to diagnose warranty issues for both critical and non-critical components
- 5 x 8 x 4 hour NBD hardware replacement with an on-site technician for critical components
- 5 x 8 x 2 days return to depot hardware replacement for non-critical components

Emergency response service with a guaranteed response time of four hours, location of dispatch by responding party and process to be followed for the following events:

- System outage

Attachment 1
BID NUMBER: 4937 – Door Access Control Systems

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____

Zip _____

Telephone Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

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

State of Tennessee Business License Number:
License # _____

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

Authorizing Signature:

(Please sign original in blue ink)

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

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

Representative's Signature

Title

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

Notary Public

My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

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

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

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

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

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

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

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

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No___

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

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

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

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

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

**Attachment 4
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

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

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

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 XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

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

Standard of Performance. Contractor agrees to perform the 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: XXXXXX. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

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

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

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

Vendor/Supplier:

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government
Administrative Approval:

Natalie Erb, CPA, CTP, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director Date

Attachment 6 - Statement of No Bid

Bid # _____

Anderson County continually seeks to improve processes. The below feedback from Vendors that provide the requested goods and/or services but decline to bid is much appreciated.

We, the undersigned, have declined to submit a bid for the following reason(s):

- _____ Specification too restrictive: i.e., geared toward one brand or manufacturer
- _____ Insufficient time to respond to the Solicitation
- _____ We do not offer this product or service
- _____ Our schedule would not permit us to provide in the time allotted
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear (please explain below)
- _____ Unable to meet insurance requirements
- _____ Other (please specify below)

Remarks:

Vendor Name: _____

Signature/Title: _____

Telephone: _____ 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.

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

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

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 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.

1.17 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.

1.18 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.

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

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

1.21 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.

1.22 COMPETITION INTENDED: 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.

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

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

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

1.26 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.

1.27 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.

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

1.29 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.

1.30 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.

1.31 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.

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

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

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

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

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

1.37 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.

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

1.39 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.

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

1.41 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.

1.42 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>.