Anderson County Government

(Formal)

Hazel Gibson, Interim Purchasing Agent 100 North Main Street, Suite 214 Courthouse Clinton, Tennessee 37716 (865) 457-6218 Office (865) 457-6252 Fax

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

BID No.: 4686

Date Issued: April 19, 2016

Bids will be received until 11:30 a.m. Eastern Time on May 10, 2016

Sealed bids are subject to the <u>General Terms and Conditions</u> of this bid, and any other data attached or incorporated by reference. Bids will be received in the office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT 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.

Hazel Gibson, Interim Anderson County Purchasing Agent

BID DESCRIPTION

Uniforms - Anderson County Sheriff's Department

For the period of July 1, 2016 – June 30, 2019

It is Anderson County's intent to award a three (3) year contract.

All vendors must submit one original and two exact copies of their bid, including brochures.

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

Bid #4686 Uniforms Specifications

Anderson County is seeking a vendor to provide uniforms for the Anderson County Sheriff's Department.

A. GENERAL REQUIREMENTS: The Anderson County Sheriff's Department requires the following specifications for uniforms for Sheriff's Deputies. These specifications shall require uniforms that are compatible with existing uniforms currently in use by the Anderson County Sheriff's Department to include matching color, style and fabric.

Uniforms are required to be tailored and fitted to each individual officer and price shall include tailoring and fitting. The successful bidder may be required to come to the Anderson County Sheriff's Department or Anderson County Detention Facility in Clinton to take measurements of each officer, if needed.

B. CLASS "A" FORMAL UNIFORMS:

Uniform Shirts

Fabric All synthetic tropical weave; 10-10.5 oz 65% Dacron polyester / 35% Avril

rayon.

Color Nickel Grey (must be exact match to current shirt color).

General Shoulder straps; Pockets with pencil compartment; Two (2) pleated

pockets with scalloped flaps; Velcro closures; Seven (7) baked-in military creases on front, back and sleeves; Hidden zipper front; "Anderson County Sheriff's Department" patch sewn on each sleeve 3/4 inch below

top sleeve seam.

Long Sleeve Conventional sport collar and band; Permanent collar stays.

Short Sleeve Convertible sport collar; Permanent collar stays.

S/E Long Sleeve – Flying Cross #45W6651

Short Sleeve - Flying Cross #95R6651

Uniform Trousers

Fabric 100% elastique Dacron polyester; 12 ½-oz weight.

Color LAPD Navy Blue with ½ inch light grey braid.

General ¼ top pockets; Keystone belt loops; Tab left hip pocket; Snug-tex

waistband.

S/E Men's – Fechheimer #32230

Women's - Fechheimer #35233

Uniform Jacket, Heavyweight

Fabric Outer fabric 100% nylon satin twill: Water repellent finish: Permanent

quilted polyurethane foam liner.

Color LAPD Navy Blue

General Orlon pile convertible collar; Storm front with hidden zipper; Elasticized

waistband with hold-down loops; badge tab; Pleated patch pockets; Vinyl

trimmed cuffs.

S/E Fechheimer #59130

Uniform Jacket, Lightweight

Fabric Outer fabric oxford nylon cloth; Water repellent finish; Permanent nylon

lining.

Color LAPD Navy Blue

General Shoulder straps; Elasticized waistband; Two (2) pleated patch pockets

with flaps; Zipper front; Badge tab.

S/E Fechheimer #42150

Uniform Jacket, Dress Style

Fabric 100% elastique Dacron polyester; 12 ½-13-oz weight.

Color LAPD Navy Blue with ½ inch light grey sleeve braid.

General Eisenhower style; Five (5) button front and waistband; Fully lined; Two (2)

pleated patch pockets with flaps; Shoulder straps; badge tab.

S/E Fechheimer #32133

Uniform Tie

General LAPD Navy Blue; Clip-on with button hole on back

Shoulder Patch

General Tennessee Law Enforcement Training Academy shoulder patch; Sewn on

right sleeve below "Anderson County Sheriff's Department" patch

(optional).

Service Stripes

General Gold service stripes on navy blue background; Sewn on.

Uniform Boot

General Eight (8) inch boot

S/E 5.11 ATAC Storm #12004

Rain Coat

General Black outside/OSHA green inside; Forty-nine (49) inch length

S/E Blauer #733

Rain Jacket

General Black outside/OSHA green inside; Thirty (30) inch length

S/E Blauer #0160

Uniform Hat

Color Navy Blue

General Campaign style with badge eyelet; Two-piece strap, acorns and clear rain

cover included

Winter Style Beaver fur felt

Summer Style Straw

C. CLASS "B" TACTCAL UNIFORMS:

Tactical Uniform Shirt

Fabric 5.4 oz cotton canvas

Color Grey (029) – Must be exact match to current shirt color

General Triple stitch construction; Melamine buttons; Hidden pockets; Cape-

back with mesh.

Emblem Two-line name and title embroidered on right breast (one color);

"Anderson County Sheriff's Department" emblem (7 color) embroidered on left breast; Emblem must match current style and colors (Names and

titles will be supplied to successful bidder).

S/E Long Sleeve – 5.11 Tactical Shirt #72157

Short Sleeve - 5.11 Tactical #71152

Tactical Polo Shirts

Fabric 100% treated cotton

Color Heather Grey (016) – Must be exact match to current shirt color; White

(010); Other colors available.

General No roll collar with flexible stays; Melamine buttons; Sleeve pen pockets.

Emblem Two-line name and title embroidered on right breast (one color);

"Anderson County Sheriff's Department" emblem (7 color) embroidered on left breast; Emblem must match current style and colors (Names and

titles will be supplied to successful bidder).

S/E

Long Sleeve – 5.11 Professional Polo #42056

Short Sleeve - 5.11 Professional Polo #41060

Tactical Uniform Trousers (Option 1)

Fabric

8.5-oz cotton canvas

Color

Black (019) - Must be exact match to current trouser color; Other colors

available.

General

Slash rear pocket; Self-adjusting waistband; double thick seat and knees;

zipper front.

S/E

Men's - 5.11 Tactical Pant #74251

Women's - 5.11 Tactical Pant #64355

Tactical Uniform Trousers (Option 2)

Fabric

Poly/Cotton ripstop material; 65% polyester / 35% cotton.

Color

Black (019) - Must be exact match to current trouser color; Other colors

available.

General

Slash rear pocket; Self-adjusting waistband; double thick seat and knees;

zipper front.

S/F

5.11 Taclite Pro Pant #74273

D. CLASS "C" UTILITY UNIFORMS:

Military – Style BDU Trousers

Fabric

Poly/Cotton ripstop material - 45% polyester / 55% cotton (35/65 or 40/60

acceptable).

Color

Black; Other colors available

General

Adjustable waist tabs; Button fly; two (2) front slash pockets; Button down

rear pockets; two (2) button down pleated leg pockets; reinforced seat

and knees

Utility Polo Shirt

Fabric

Poly/Cotton material – 50% polyester / 50% cotton

Color

Silver or Heather Grey, White, Black, other colors available.

General

Three (3) button polo style; Fashion collar; Welt cuff (long Sleeve);

5

Available in long and short sleeve.

Emblem

Two-line name and title embroidered on right breast (one color); "Anderson County Sheriff's Department" emblem (7 color) embroidered on left breast; Emblem must match current style and colors (Names and titles will be supplied to successful bidder).

Utlity Jacket

Fabric

Nylon oxford quilt-lined utility jacket; 200 denier type 66 Dupont oxford

nylon shell.

Color

Black

General

Fully lined with nylon quilted to heavyweight polyester fiberfill; Reinforced slash pockets; Stand-up collar; Textured polyester rib knit collar, cuffs and waistband; Raglan sleeves; Seven (7) color matched front snaps; Water repellent: Machine washable.

Emblem

Two-line name and title embroidered on right breast (one color); "Anderson County Sheriff's Department" emblem (7 color) embroidered on left breast; Emblem must match current style and colors (Names and titles will be supplied to successful bidder); "Sheriff" in three (3) inch gold block letters sewn on back – "Sheriff" panel acceptable; Screen print letters are NOT acceptable.

S/E: These specifications shall require uniforms that are compatible with existing uniforms currently in use by the Anderson County Sheriff's Department to include color, style and fabric.

PRICING: Submitted pricing shall be valid though June 30, 2014. It is the intent of this bid to award a three (3) year contract. Vendor shall submit expected cost adjustments for Year 2 and Year 3.

SHIPPING: All uniform purchases shall be FOB Clinton, Tennessee and shall be shipped to the Anderson County Sheriff's Department at 101 S. Main Street, Suite 400, Clinton, Tennessee 37716, if required.

BID BASIS: Bids for uniforms shall be "All or None."

SPECIFICATIONS: Vendors shall note any changes to the above specification. The Anderson County Purchasing Agent shall reserve the right to waive any and all specifications.

E. CLASS "A" FORMAL UNIFORMS:

ITEM	BRAND/ORDER NUMBER	PRICE EACH
Formal Uniform Shirt, long sleeve		\$
Formal Uniform Shirt, short sleeve		\$
Formal Uniform Trousers, men's		\$
Formal Uniform Trousers, women's		\$
Formal Uniform Jacket, heavyweight style		\$
Formal Uniform Jacket, lightweight style		\$
Formal Uniform Jacket, dress		\$
Tie		\$
Shoulder patch, Tennessee Law Enforcement Training Academy		\$
Service Stripes		\$
Boots		\$
Rain Coat		\$
Rain Jacket		\$
Hat, winter		\$
Hat, summer		\$
* It is our intent to request a three (3)- yea	r contract Please sne	ecify the amount of increase if any for

Hat, winter		\$
Hat, summer		\$
* It is our intent to request a three (3)- yea the second and third year(s):	r contract. Please spe	cify the amount of increase, if any, for
Second Year:%	Third Year:	%
	7	

F. CLASS "B" TACTICAL UNIFORMS:

ITEM	BRAND/ORDER NUMBER	PRICE EACH
Tactical Uniform Shirt, long sleeve		\$
Tactical Uniform Shirt, short sleeve		\$
Tactical Polo Shirt, long sleeve		\$
Tactical Polo Shirt, short sleeve		\$
Tactical Uniform Trousers, men's Option 1		\$
Tactical Uniform Trousers, women's Option 1		\$
Tactical Uniform Trousers, men's Option 2		\$
* It is our intent to request a three (3)-	year contract. Please spec	cify the amount of increase, if any, for

Tactical Uniform Trousers, men's Option 1	- Table	\$
Tactical Uniform Trousers, women's Option 1		\$
Tactical Uniform Trousers, men's Option 2		\$
* It is our intent to request a three (3)- the second and third year(s):	year contract. Please spec	cify the amount of increase, if any, for
Second Year:%	Third Year:	%

G. CLASS "C" UTILITY UNIFORMS: MILITARY-STYLE BDU TROUSERS

BRAND NAME & ORDER # :	 	
COST PER PAIR		

SIZE	<u>5 EA.</u>	6-10 EA.	11-20 EA.	21 OR MORE EA.
X-SMALL REGULAR	\$		\$	\$
LENGTH	each	each	each	each
SMALL REGULAR	\$		\$	\$
LENGTH	each	each	each	each
SMALL LONG LENGTH	•		•	•
SIVIALL LONG LLINGTTI	\$ each	each	\$ each	\$ each
MEDIUM SHORT				
LENGTH	\$ each	each	\$ each	\$ each
MEDIUM REGULAR	\$ each	each	\$ each	\$
LENGTH	eacn	eacn	eacn	each
MEDIUM LONG	\$ each		\$ each	\$
LENGTH	each	each	each	each
LARGE SHORT	\$		\$	\$
LENGTH	each	each	\$ each	each
LARGE REGULAR	\$		\$	\$
LENGTH	each	each	each	each
LABORLONGLENCTU	C		•	
LARGE LONG LENGTH	\$ each	each	\$ each	\$ each
XL REGULAR LENGTH	\$ each	each	\$ each	\$
	eacn	eacn	eacn	each
XXL REGULAR	\$		\$	\$
LENGTH	each	each	each	each
XXXL REGULAR	\$		\$	\$
LENGTH	each	each	each	each

XXXL REGULAR LENGTH	\$ each	each	\$ each	\$ each
* It is our intent to reque the second and third ye		r contract. Please	e specify the amour	nt of increase, if any, fo
Second Year:	%	Third Y	ear:	%

H. CLASS "C" UTILITY UNIFORMS: UTILITY POLO SHIRT

SHORT SLEEVE

SIZE	QUANTITY	UNIT PRICE	TOTAL PRICE
М	40 each	\$	\$
L	70 each	\$	\$
XL	60 each	\$	\$
XXL	10 each	\$	\$
XXXL	10 each	\$	\$

Brand	Order Number	
Dianu ₋	_ Order Number	

LONG SLEEVE

SIZE	QUANTITY	UNIT PRICE	TOTAL PRICE
М	40 each	\$	\$
L	70 each	\$	\$
XL	60 each	\$	\$
XXL	10 each	\$	\$
XXXL	10 each	\$	\$

Brand		Order Number	
* It is our intent to request a three-year second and third year(s).	contra	act. Please specify the amount of incr	ease, if any, for the
Second Year Cost	_%	Third Year Cost	_%

I. CLASS "C" UTILITY JACKET:

SIZE	QUANTITY	PRICE
SMALL	1 - 10 11 - 20 21 - 30 31 – 40	\$\$ \$\$ \$
	41 – 50	\$
MEDIUM	1 - 10 11 - 20 21 - 30 31 - 40 41 - 50	\$\$\$\$\$\$\$
LARGE	1 - 10 11 - 20 21 - 30 31 - 40 41 - 50	\$\$\$\$\$\$
X LARGE	1 - 10 11 - 20 21 - 30 31 - 40 41 - 50	\$\$ \$\$ \$\$

J. CLASS "C" UTILITY JACKET (Continued)

SIZE	QUANTITY	PRICE
	1 - 10	\$
XX LARGE	11 - 20	\$
	21 - 30	\$
	31 – 40	\$
	41 – 50	\$
	1 - 10	\$
VVV LABOE	11 - 20	\$
XXX LARGE	21 - 30	\$
	31 – 40	\$
	41 – 50	\$

5 .	
Brand	Order Number

K. BODY ARMOR

E-mail Address

Galls GL Series II Body Armor - Same as or Equivalent to

- · Areal Density 0.89 lbs/sq ft.
- Ballistics Panels Must be Equivalent to NIJ #GXII
- Microfiber Carrier with an Anti-Microbial Lining to Help Control Odor
- Carrier with Shirt Tails to Help Hold the Vest into Position
- Carrier with Front and Back Plate Pockets to Fit 5" X 8" and 8" X 10" Trauma Plates
- Front Soft Trauma Plates Must be Included
- Waterproof Ballistic Panel Cover
- Six- Point Removable Strapping System with Adjustable Velcro for Added Comfort and adjustability

* It is our intent to request a three (3)-year contract. Ple second and third year(s).	ease specify the amount of increase, if any, for the
Second Year Cost% Third Ye	ear Cost%
L. SIGNATURE	
It is Anderson County's intent to request a three (3) ye	ar contract.
Company Name	Date
Signature	Bid Representative (Please Print)
Street Address	
City, State Zip	
() (Fax Nu) mber

BID NUMBER: 4686

BID TITLE: Uniforms

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids <u>MUST</u> 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 reach the Purchasing Department. If the bid is not delivered to the <u>correct location by the correct time</u> it is not considered.

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

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

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

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

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

- **1.1** <u>ALTERATIONS OR AMENDMENTS:</u> Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.
- **1.2 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** <u>TAXES</u>: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.
- **1.6** 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:** Vendors, during the performance of this contract, 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 <u>SAME AS OR EQUIVALENT TO:</u> Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. The 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 does meet or exceed 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 was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will 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 will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at any time.
- 1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."
- **1.12** ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.
- **1.13 BID AWARDS:** Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.
- 1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

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

- **1.15 DELIVERY:** Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.
- **1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.
- **1.17** <u>VENDOR'S DEFAULT:</u> Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.
- **1.18 <u>DUPLICATE COPIES</u>**: Anderson County requires that all vendors submit one original and two exact copies of their bids, including brochures; unless additional copies are requested in bid specifications.

- 1.19 <u>DRUG-FREE WORKPLACE:</u> 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 shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.
- **1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.
- **1.21** <u>SCHOOL CAFETERIA BIDS:</u> If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.
- **1.22 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.
- **1.23** OSHA SAFETY: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.
- **1.24 PERFORMANCE BOND:** A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.
- **1.25 BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
- **1.26 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.
- **1.27** PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.
- **1.28 INDEMNIFICATION/HOLD HARMLESS:** Contractor 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 Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- **1.29 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.
- **1.30 WAIVING OF INFORMALITIES:** Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.
- **1.31 APPROPRIATION:** 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, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- **1.32 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.
- 1.33 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

- **1.34 UNIT PRICE:** Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- 1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.
- **1.36 PRE-BID CONFERENCES:** Attendance at Pre-bid Conference 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 awarded the bid.
- **1.37** <u>ADDENDUM:</u> Per T. C. A. 12-4-113 (a) Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website <u>www.andersontn.org/purchasing</u> up to 48 hours in advance of the bid/proposals due date and time per T.C.A. 12-4-113(a). 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. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.
- 1.38 PROPOSALS: All proposals, once received, become property of Anderson County Government and will not be returned.
- **1.39 WEATHER AND COURTHOUSE CLOSINGS:** In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers 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.

BID NUMBER: 4686

BID TITLE: Uniforms

SECTIONS: 2, 3, AND 4 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH YOUR BID AS PART OF THE CONTRACT BID DOCUMENTATION.

SECTION 2 - BID INFORMATION				
SECTION 2 - BID INFORMATION				
2.1	I acknowledge the receipt of: (Please write "Yes" if you received)			
	Addenda 1 Addenda 2 Addenda 3 Addenda 4			
2.2	Please list and include in your bid packet all warranty information concerning length and coverage below ("Standard Mfg. Warranty" is unacceptable):			
2.3	Guaranteed days until delivery after receipt of purchase order:			
2.4	Additional Shipping, Freight or Handling Fees \$Total. (To be added to bid.)			
2.5	If bid varies from the specifications, make full explanation.			
2.6	Payment terms shall be%days. Offers of less than 20 days will not be considered in bid evaluation. Anderson County's normal payment terms of Net 30 will be adopted if no other			
2.7	terms are quoted and accepted. Bid Pricing will remain stable days from bid opening.			
2.8	Bidding on "all or none" basis Bidding on "low item" basis			
2.9	(Please check one) Will you honor additional purchases at this same			
2.10	price?YesNo Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.			
Please indicate vendor's approval of the Cooperative Purchasing AgreementYesNo				
State of Tennessee Business License Number: License #				
State of Tennessee Contractors' License Number∷(See item 1.11) License #				

SECTION 3 - VENDOR INFORMATION
Vendor Name
Vendor Address
City
State Zip
Telephone Number
Fax Number
Contact Person (Please Print)
E-Mail Address
Taxpayer Identification Number, Social Security or Employer Identification Number:
What is the major service or product your company provides? (Explain/Describe)
The undersigned agrees if bid is accepted, to furnish all license information.
Authorizing Signature:
(Please sign original in blue ink)

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign

information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing the Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

Failure to include any

this bid for the vendor.

		BID NUMBER: 4686		
		BID	TITLE: Uniforms	
SEC	TION	4 - INSURANCE REQUIREMENT CHECK	LIST	
the Wo while d	rker's (elivery	Compensation Act, any and all claims for bodily	expense adequate insurance coverage to protect them from claims arising under injury and property damage to the Bidder and to Anderson County Government urance <u>must</u> be on file in the Purchasing Department before work may begin and	
Only	the ite	ems marked with an "X" are applical	ole to this bid and or contract.	
1.	\boxtimes	Workers Compensation Employers Liability	Statutory limits 100,000/100,000/500,000	
2.		Commercial General Liability ☐ Occurrence Form Only ☐ Include Premises Liability ☐ Include Contractual	\$1,000,000 per occurrence \$2,000,000 aggregate	
		 ✓ Occurrence Form Only ✓ Include Premises Liability ✓ Include Contractual ✓ Include XCU ✓ Include Products and Complete ✓ Include Personal Injury ✓ Include Independent Contracto ✓ Include Vendors Liability ✓ Include Professional or E&O Li 	rs	
3.		Business Auto Include Garage Liability Include Garage Keepers Liability Copy of Valid Driver's License Copy of Current Motor Vehicle Copy of Current Auto Liability D	Record	
4.		Crime Coverages ☐ Employee Dishonesty ☐ Employee Dishonesty Bond		
5.		Property Coverages Builders Risk Inland Marine Transportation		
6. favor o issued	of Ande	Performance Bond Required – A One I erson County Government at a federally ins	Hundred Percent (100%) performance or an irrevocable letter of credit in sured financial institution. This <u>MUST</u> be submitted before purchase order	
Anders Insurar strike require	son Conce ca out "e ements	ounty Government shall be named as an a arrier ratings shall have a Best's rating of A endeavor to" and include a 30-day notic	ernment, Clinton, Tennessee, and shall show the bid number and title. additional insured on all policies except worker's compensation and auto. A-VII or better, or its equivalent. Cancellation clause on certificate should be of cancellation where applicable. Any deviations from the above ty Purchasing Agent. Any liability deductibles or exclusions must also be	
l under awarde contrac	ea this	the insurance requirements of these spec	atement and Certification ifications and will comply in full within 21 (twenty-one) calendar days if the county with proof of insurance for the entire term of the bid and or	
	(-	Vendor Name	Authorized Signature	
	Bi	d Representative Name (Please Print)	Date	