



WILLIAMSON COUNTY GOVERNMENT

June 27, 2019

To Whom It May Concern:

Williamson County is accepting bids for the sale of two surplus radio towers located at 1320 West Main Street, Franklin, TN 37064. A site visit is required prior to bidding to purchase these towers. Site visit is to be scheduled by calling Williamson County Property Management, 615-790-5704. The site visit must take place no later than July 10, 2019. Minimum bid specifications are enclosed. Please note any exceptions to the bid.

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

Bids will be opened July 16, 2019, 2:00 p.m. Bids must be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Sale of Surplus Towers, July 16, 2019, 2:00 p.m. Envelope must also include bidder's name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.** Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine.

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

The successful bidder will be required to comply with contract, insurance and drug-free requirements. Sample contracts are draft only and terms can change at the discretion of the County.

If you have any questions, please e-mail leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on July 10, 2019. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent



Sale of Surplus Radio Towers

Site Visit is Mandatory Prior to Bidding. Call 615-790-5704 to Schedule.

A.

1. Disassemble and remove one 160 foot radio tower and all mounted cabling and dishes.
2. Remove and dispose of all material from the site.
3. Provide all equipment required for the safe execution of this work.

B.

1. Disassemble and remove one 100 foot radio tower and all mounted cabling and dishes.
2. Remove and dispose of all material from the site.
3. Provide all equipment required for the safe execution of this work.

Alternate #1:

Remove one small 20 foot communication tower and all mounted cabling and dishes (*the tower has equipment that the owner will be keeping, Williamson County will maintain control of the tower until these items are removed*).

Total Bid Items A & B (*amount to be paid to Williamson County for the surplus towers*) \$ _____

Alternate #1 (*amount to be paid to Williamson County for the 20 foot tower*) \$ _____

The bidder has received the following addenda:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____ Fax _____

Email Address _____

Date _____

**SALE OF TELECOMMUNICATIONS TOWERS
CONTRACT**

Project Site: Williamson County Administrative Complex, 1320 West Main St., Franklin, Tennessee 37064

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064 ("County"), and _____ located at _____ ("Contractor"), for the purchase and removal of two telecommunications towers currently located at the Project Site.

This Contract incorporates the following affidavits by reference and made a part hereof:

1. **Fair Employment Affidavit**
2. **Ethical Standards Affidavit**
3. **Drug-Free Workplace Affidavit**
4. **Illegal Immigration Attestation Affidavit**
5. **Business Tax and License Affidavit**
6. **Iran Divestment Act**

- 1.) Contractor agrees to purchase a 160 foot telecommunications tower and a 100 foot telecommunications tower, including all mounted cabling, dishes, and other related apparatuses on the towers (jointly referred to as "Towers") and to provide the material, labor, expertise, equipment, and tools necessary for removal of the Towers from the Administrative Complex property located at 1320 West Main St., Franklin, Tennessee 37064 ("Project"), which is more particularly described in the bid document which is attached and made a part hereof as Exhibit A ("Specifications") and which may be amended by written change order and signed by both parties. For the purposes of this Contract, "Final Completion" shall mean that point at which the Project is 100% complete and in conformance in all aspects with this Contract and the Specifications.
- 2.) Contractor shall furnish all material, labor, equipment, and tools necessary ("Work") for the satisfactory removal of the Towers in accordance with the Specifications. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this Contract and Exhibit A or any document provided by or on behalf of Contractor, the terms set forth in this Contract shall govern and control.
- 3.) The parties can agree to terminate this Contract at any time by written agreement. County reserves the right to terminate this Contract for no reason by providing thirty (30) days written notice.
- 4.) The Contractor shall pay to the County, the purchase price of _____ Dollars (\$_____) within thirty (30) days of signing this Contract. The Contractor is responsible for all costs associated with removing the Towers from the Project Site.
- 5.) Contractor shall schedule the removal of the Towers with the Williamson County Property Manager. Contractor shall have thirty (30) days to remove the Towers unless the removal period is extended in writing by the County. If the Contractor fails to remove the Towers or if the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances or the Work is not performed in full compliance with all applicable building code regulations and standards, then the County will provide Contractor with written notice of said failure to perform. The Contractor shall have ten (10) working days from Contractor's receipt of the Notice to Cure for which Contractor shall cure or take reasonable action to commence to cure the performance concerns specified. Should the Contractor fail to remove the Towers as provided in this Contract, Williamson County may, in its complete discretion, contract with another entity to remove the Towers from the Project Site and to charge all related costs to the Contractor to be paid within thirty (30) days of receipt of invoice.

- 6.) All the Work done under this Contract shall be performed under the oversight of Kevin Benson, the County's Property Manager. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth below, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 7.) Contractor shall furnish the County with a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Minimum insurance coverage shall be defined by the County's risk manager. The Certificate of Insurance shall name Williamson County, Tennessee as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the County of any material change in, or cancellation of, said insurance. All insurance provided by Contractor and any subcontractors in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management.
- 8.) Contractor shall indemnify, hold harmless, and defend the County from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the County by reason of any negligent act or omission of Contractor, its agents, its subcontractors, or its employees, in the execution of the Work herein contracted for. Further, Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 9.) The Contractor shall comply with all legal requirements applicable to the Work and shall obtain and pay for all required permits, fees, and licenses customarily obtained by a contractor or otherwise required to perform the Work in accordance with all applicable laws, building codes, and local ordinances. The Contractor shall be responsible for any costs of moving, storing, and transportation of the Towers.
- 10.) The Contractor will be solely and completely responsible for the condition of the Project Site as a result of the Work, including the health and safety of all persons, including employees, agents, subcontractors, and all property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. Health and safety provisions will conform to the following: U. S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations; and any other regulations as may be cited in the bid document. When any of these are in conflict, the more stringent regulation/requirement will be followed. The Contractor's failure to thoroughly familiarize himself/herself with the aforementioned safety provisions will not relieve him/her from his/her responsibility to comply with the safety provisions. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to Williamson County Government, Risk Management Division at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, the Contractor must promptly report in writing to Williamson County Government, Risk Management Division within 24 hours of all accidents or incidents of loss whatsoever arising out of or in connection with the Work or whether in or adjacent to the property, giving full details.
- 11.) Contractor is an independent contractor. Contractor agrees that no authority has been conferred upon it by the County to hire any person(s) on behalf of the County, and the County undertakes no obligation of any sort to Contractor's employees or subcontractors. It is understood and agreed that Contractor shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. Contractor will also comply with all laws concerning qualification to do business and engage in the Work involved under this Contract and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.

- 12.) Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. Contractor, if required by applicable law, agrees to execute the Fair Employment Affidavit included in this Contract evidencing Contractor's compliance of this policy.
- 13.) Contractor, at all times during the performance of its Work under this Contract, shall keep the Project Site, grounds, and roof tops surrounding the Project Site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the Work under this Contract, Contractor shall promptly remove all its waste materials and rubbish from and about the Project Site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the Project site "Broom Clean" or its equivalent.
- 14.) The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide. The parties agree that the proper venue for action, suit, or other litigation arising under this Contract shall lie in the courts of **Williamson County, Tennessee**. In the event legal action is instituted to enforce this Contract, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party.
- 15.) Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.
- 16.) Contractor understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract. Compliance by the County with the Open Records Act shall not be a breach of this Contract.
- 17.) Contractor warrants that all Work provided under this Contract by the Contractor, its employees, subcontractors, or any other third party shall be consistent with that level of care and skill ordinarily exercised by other similar contractors or entities providing similar Work. Williamson County may, at its option, request that Contractor conduct Work to correct the deficiencies causing the defect in the Work, by providing written notice to Contractor. In that event, Contractor shall conduct the Work at Contractor's expense, within ten (10) days of receipt of notice. Exercise of this option shall not relieve Contractor of any liability to Williamson County for damages sustained by virtue of Contractor's breach of the warranty. These warranties are in addition to all other warranties provided by contract or statutory law.
- 18.) Should any court of competent jurisdiction declare any provision of this Contract invalid then such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
- 19.) Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day. Notices shall be addressed as follows:

If to Contractor:

If to County:

Williamson County
1320 West Main Street, Suite 125
Franklin, TN 37064

- 20.) This Contract shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of the County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Contract shall be effective as of the date written below.

[SIGNATURE PAGE AND AFFIDAVITS TO FOLLOW]

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ **County of** _____

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

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with Williamson County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to *Tenn. Code Ann. § 50-9-113*, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with *Tenn. Code Ann. § 50-9-113*.

Further affiant sayeth not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 20__.

Notary Public

My commission expires: _____

Ethical Standard Affidavit.

State of Tennessee

County of Williamson County

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

Affiant

By: _____

Title: _____

Witness: _____

Date: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

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

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

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

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

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

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Witness: _____

Date: _____

Business Tax and License Affidavit

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

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

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

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

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

Certification Requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Witness: _____

Date: _____

WITNESSES:

1. _____

WITNESSES:

1. _____
Diane Giddens, Chief of Staff

CONTRACTOR

By: _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WILLIAMSON COUNTY, TENNESSEE

By: _____
Rogers Anderson, County Mayor

Date: _____

By: _____
Nena Graham, Budget Director

By: _____
Kevin Benson, Property Manager

By: _____
Wayne Franklin, Risk Manager

By: _____
Williamson County Attorney