

# VENDOR'S MANUAL TO DOING BUSINESS WITH WILLIAMSON COUNTY

## Introduction

Williamson County is a governmental entity that is subject to both State and local procurement laws and rules. It is the intent of Williamson County to establish regulations and procedures to provide for an efficient and fiscally responsible system for the purchase of materials and services necessary for the effective operations of the County government and to ensure the administration of such system is in accordance with the highest ethical and fiscal standards and applicable laws.

The purpose of this manual is to provide perspective vendors a guide that explains the purchasing policies, rules, regulations, and procedures of the Williamson County Purchasing Department.

Williamson County is subject to the County Purchasing Law of 1957.<sup>1</sup> The Purchasing Agent has been selected by the Williamson County Mayor and confirmed by the Williamson County Committee of Commissioners. In addition, the County is subject to the Williamson County Purchasing Policies and Procedures ("Purchasing Policy") which provides the County's rules and procedures for procurement. A copy of the Purchasing Policy can be found on the Williamson County homepage under the Purchasing Department.

The purpose of this manual is to serve as a general guide. Specific questions and concerns not addressed herein should be directed to the Purchasing Agent.

The Purchasing Office is located in the Williamson County Complex at 1320 West Main Street, Franklin, Tennessee. Office hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. The County observes all Federal and State holidays.

## Purchasing Procedure

All purchases shall be made through the Purchasing Department by the Purchasing Agent, except as otherwise provided in the Williamson County Purchasing Manual. In accordance with the Purchasing Policy, the following procedures shall govern the procurement of goods and services and the letting of any contract for contract services.

### Vendor List.

To be included on the Williamson County Vendors List, a vendor must complete the following process:

1. Go to [www.williamsoncounty-tn.gov/purchasing](http://www.williamsoncounty-tn.gov/purchasing)
2. Click on the Vendor Self Service (Vendor Registration).
3. Complete the registration form. Failure to provide all required information will delay your addition to the County's Vendor List.

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*Tennessee Code Annotated, Section 5-14-101 et seq.*

Once you have completed the registration form and it has been determined that you have not been debarred from participating in the bidding procurement process, you or your company will be included on the County's Vendor List. To be notified of bids, a Vendor must complete the following process:

1. Go to [www.williamsoncounty-tn.gov/purchasing](http://www.williamsoncounty-tn.gov/purchasing)
2. Click on Bid Notification and follow instructions

You will be notified by email of all posted Invitations to Bid and Requests for Proposals for services or material. The Vendor is solely responsible for notifying the Purchasing Agent should any of the information on the Vendor Registration form change.

#### **Purchasing Methods.**

Purchases of \$50,000 and under shall be considered small purchases which do not require public advertisement and sealed competitive bids. Minimum insurance requirements must be fulfilled as provided in the Insurance Requirement section of this Vendor's Manual. All small purchases shall require a purchasing order issued by the Purchasing Department.

For purchases over \$20,000 but less than \$50,000.01, three written quotes shall be required whenever possible. Written quotes shall be accompanied by the minimum insurance requirements as provided in the Insurance Requirement section. Written quotes from Vendors shall be valid for a minimum of 60 days from the date the quotes are opened.

For purchases over \$50,000, the Purchasing Agent shall initiate the sealed competitive bid process as detailed herein. Insurance requirements are provided in the Insurance Requirement section.

#### **Purchase Orders.**

For all purchases that do not fall within the bidding process, the Williamson County Purchasing Policies and Procedures requires the completion and execution of a purchase order authorized by the Purchasing Agent. If applicable, purchase order numbers are to be shown on all bills of lading, packing slips, back orders, invoices, etc. The Purchasing Department is the only department authorized to issue a formal purchase order on behalf of Williamson County. A copy of a purchase order can be found on the Williamson County webpage in the document section under the Purchasing Department. **Williamson County shall not be liable for any purchases that are not accompanied by a purchase order signed by the Purchasing Agent.**

#### **Bid Process.**

**Public Notice.** Notice to the public shall be given as required by Tennessee Law. Notice by Vendors shall be by email, or if no email, by another method approved by the Purchasing Agent. Bids/Proposals can be found on Williamson County's home page at <http://www.williamsoncounty-tn.gov>.

**Bid Documents.** Bid/proposal documents will be available for download on the County website under the Purchasing Department. If the documents are to be picked up from a different location, the public notice will give instructions.

**Bid Specifications.** Williamson County strives to provide specifications for compatibility with standard trade practices and to use procedures in accordance with the law and prudent business practice. Vendors are encouraged to advise the Purchasing Agent no later than 5 calendar days prior to opening of the bids if, in their judgment, specifications do not comply with standard trade practices or impose an impractical or unreasonable procedural burden.

Bid packages are prepared and may include general instructions, general conditions, detailed specifications, delivery requirements and any special requirements for bidding. If a pre-bid conference or site visit is mandatory or merely recommended, the date, time, and location for the pre-bid conference and whether the meeting is mandatory will be provided in the bid package.

Changes to the bid specifications shall be made in writing in the form of an addendum as detailed below and circulated to all participating Vendors by email unless a Vendor requests the amendment be sent by fax. Addenda will also be posted with the bid documents on the County website. No addenda will be made

within 48 hours of the bid opening date. Note: Vendor is solely responsible for regularly checking their emails and County website for any addendums and notices.

Pre-Bid Conference. The purpose of a pre-bid conference or site visit is to provide a forum in which Vendors may review the details of the requirements for solicitation, ask questions and discuss certain specifications. Vendors are encouraged to make known any discrepancies, concerns, or suggestions concerning the bid specifications at the pre-bid conference or site visit. If the pre-bid conference or site visit is mandatory then only those Vendors that attend the conference will be permitted to submit a bid. Attendance at the pre-bid conference or site visit will be taken. A sign-in sheet will be provided at each pre-bid conference and site visit. It is the Vendor's sole responsibility to complete the sign-in procedure. Attendance will be taken if the pre-bid conference or site visit is not mandatory. However, Vendors will not be prohibited from submitting a bid response if the Vendor fails to attend a non-mandatory pre-bid conference or site visit.

Bidder's Responsibility.

It is the Vendor's responsibility to ensure that it:

1. Reads and understands the bid documents, specifications, limitations, obligations, and terms contained in the County's contract;
2. Fully completes the bid response documents and provides all of the required information and documentation requested in the solicitation;
3. Provides, if required, samples and descriptions as required by the bid package;
4. Sign and, if required, notarize all documents required by the bid package; and
5. Ensure the bid response is fully completed and received by the Purchasing Department prior to the bid opening deadline.

Bid Questions.

All bid questions shall be submitted in writing to the Purchasing Agent and must be submitted prior to the question deadline which shall be 5 working days prior to the bid opening date. Verbal questions will not be answered. Questions submitted in writing prior to the question deadline shall be answered in writing and will be distributed to all Vendors that have received a bid package and have complied with all requirements of the bid documents as of the date of the Purchasing Agent's response.

Bid Addendums.

An addendum to a bid may be issued by the Purchasing Agent should the Agent find an addendum is necessary to:

1. Make changes in the bid opening date, time or place;
2. Correct defects or ambiguities;
3. Furnish to other Vendors information given to one Vendor, if the information will assist the other Vendors in submitting bids or if the lack of information will prejudice the other bidders;
4. Correct quantities on the bidding schedule;
5. Correct, add to or clarify specifications;

Notification of addenda shall be sent by U.S. Mail to all Vendors to whom the Purchasing Agent mailed bid packages and will be available on line to those Vendors who downloaded the bid package from the

County website. The addendum shall require that the Vendor acknowledge receipt of the addendum. If a Vendor fails to acknowledge receipt of the addendum, the County may waive the requirement as informality, if the Vendor's proposal shows that the information provided in the addendum has been addressed. If a Vendor's proposal fails to include the addendum and if the Vendor received notice of the addendum whether the Vendor responded to receipt of the notice, the Purchasing Agent may not include the Vendor's proposal in the evaluation process should the Purchasing Agent determine that the failure to respond resulted in an incomplete response. The Purchasing Agent will not make any addendums to the bid package within 48 hours of the scheduled bid opening.

#### Submitting Bids.

All bid proposals are to be received prior to the stated deadline in a sealed envelope bearing the name of the project, the name and address of the Vendor, date and time of the opening, and, if required by Tennessee Law, Tennessee Code Annotated, Section 62-6-119, the Vendor's contractor's license number, classification and expiration. If a bid bond is required to be submitted with the bid, the bid documents will include that information. A cashier's check is acceptable in lieu of a bid bond. If the project requires payment/performance bonds, the bid documents will include the specific requirements. Bid responses shall be addressed to the Williamson County Mayor, 1320 West Main Street, Suite 125, Franklin, TN, 37064. Only one bid response shall be included in an envelope. The Purchasing Department will stamp the bids it receives with the date and time the bid response was received by the Purchasing Agent. The bid responses will not be opened prior to the scheduled bid opening. Bids received prior to the bid opening time will be maintained in the Purchasing Agent's Office until opening.

#### Errors in Bid Responses Prior to Bid Opening.

Prior to the opening of the bid responses, a Vendor may notify the Purchasing Agent that an error was made in the response. The Vendor will submit the correction to the Purchasing Agent prior to the bid opening in a separate envelope including all information required to be included on the original response. **No corrections shall be made the day of the bid opening or after the bid opening.**

#### Withdrawal of Submitted Solicitation Documents.

Vendors may request their bid response be withdrawn prior to the bid opening. Once withdrawn, Vendors may amend the bid and resubmit prior to the scheduled bid opening. Once the bids have been opened, the Vendor is not permitted to withdraw or amend the bid unless the Purchasing Agent determines an obvious error exists. After the bids are opened, a Vendor may request that its response be removed from consideration due to an obvious error present in Vendor's bid. Determination of whether an obvious error exists shall be determined by the Purchasing Agent. To request a bid response be removed after the bid opening, the requesting Vendor must notify the Purchasing Agent in writing within 2 working days from the date the bids are opened that an error is present. The notification must include documentation that demonstrates that if the County accepts the Vendor's bid, the Vendor will suffer an undue economic hardship. The Purchasing Agent shall provide Vendor notification within 2 business days whether the Vendor's bid response will be removed from consideration. The Purchasing Agent may request additional information from the Vendor related to the withdrawal request to make her decision.

#### Bid Opening.

At the prescribed time and date the bids will be publicly opened and recorded by the Purchasing Agent (or designee). The name of each Vendor submitting a bid, the amount of each bid and such other relevant information as the Purchasing Agent (or designee) deems appropriate shall be recorded on a tab sheet. The Purchasing Agent (or designee) may read aloud the Vendor name, unit price, and, if applicable, the make/model of the item.

Should events arise during the bid process that warrant the bid opening date and time be extended, then the Purchasing Agent, in her sole discretion, may extend the bid opening date. Notice shall be provided to all of the Vendors participating in the bid process. The notice will include the new date and time of the bid opening.

Unless otherwise noted, all formal bid responses shall be valid for 60 calendar days from the date of opening. The response shall be binding on the Vendor for this period. The parties can agree to extend this period.

Conditional Bids are subject to rejection in whole or in part.

#### Tie Bids.

A thorough review of all tie bids shall be conducted by the Purchasing Agent. Award recommendations shall be based upon delivery dates, reputation of the Vendors involved, past performance, and location of the Vendor. If all factors and conditions relating to the bids are equal, and if one Vendor is a local Vendor, the bid will be awarded to the local Vendor. If more than 1 Vendor that submitted the tie bids are local or if none of the Vendors are local then the Vendor that submitted their bid first will be awarded the project. The stamped times of arrival noted at the time the bids arrived in the County Mayor's Office will be the determining factor.

#### Late Bids.

If a bid is received after the date and time stated as the deadline for receipt of bids, the bid will be returned unopened via certified mail to the Vendor submitting the bid and will not be considered for award. If there is no return address or any indication of the Vendor submitting the bid, the bid package will be placed unopened in the contract file and will not be considered for award. The clock in the County Mayor's office shall be considered as the official clock in determining the deadline to submit bids.

#### Evaluation of Bids/Proposals.

The Purchasing Agent shall evaluate each bid response that meets the requirements of the request. The evaluation will be based on the specifications included in the bid response, the terms and conditions of the response, compliance with the bid requirements, the experience of the Vendor and any other available information that the Purchasing Agent determines is relevant. The award will be given to the best responsive bid.

#### Protest/Dispute Bid Process.

The bid protest resolution process is intended to ensure that any protest is handled in an ethical, fair, reasonable, and timely fashion. All protests shall be filed only by an employee of a non-selected Vendor and is listed as the contact person in the bidding response, is a principal officer with the authority to execute contracts on behalf of the Vendor or legal representative for the Vendor. Protest may be filed during the bidding process or after the notice of intent to award is given to the Vendors.

If the protest arises during the bid response period prior to opening the bids, the Vendor shall provide notice to the Purchasing Agent detailing the Vendor's protest no later than 5 calendar days prior to the bid opening. If the protest is filed after the bid opening, the Vendor will provide notice to the Purchasing Agent no later than the 5 day period from the date of the notice of intent to award the bid. If the dispute is filed after the bid opening, the Vendor shall provide a protest bond equal to 10% of the winning bid or \$25,000 whichever is less. A letter of credit or other approved security, payable to the County, will be accepted. Failure to submit a bond simultaneously with the written protest shall invalidate the bid protest and the Purchasing Agent may continue its procurement process as if the notices regarding the bid protest had never been filed.

The protest notice may be forwarded to the Purchasing Agent by faxed letters, scanned and emailed or by certified mail. The notice shall be on the Vendor's company's letterhead and signed by an authorized individual who has a direct financial interest in the bid and shall include the following information:

1. The name, email, phone number, and address of the Vendor and the person to contact;
2. Identification of the contract or bid solicitation being protested;
3. Detailed and factual statement of the grounds for protest;
4. Indicate the basis for the protest;
5. Supporting documentation; and
6. Desired relief, action or ruling.

The Purchasing Agent will respond to the disputing Vendor by phone, fax, or email that the protest was received and the date and time the dispute was received. Protests received after the time specified are untimely and may be denied on that basis unless the Purchasing Agent concludes that the issue/s raised by the protest involve fraud and gross abuse of the procurement process.

The Purchasing Agent shall within 5 calendar days from receipt of the protest review the protest documentation provided by the Vendor and shall determine whether any action is warranted. All available facts, information, and documentation shall be provided to the Purchasing Agent by the Vendor with the notice of protest at the time notice of protest is filed. Any additional documentation not provided with the Vendor's notice of protest shall not be considered by the Purchasing Agent unless the information raises fraud or misrepresentation in the procurement process. The Purchasing Agent's decision shall be in writing and provided to Vendor either by certified mail or by electronic mail. If the Purchasing Agent denies the Vendor's request for relief, the Vendor may appeal to the Williamson County Purchasing and Insurance Committee by submitting the appeal within 5 calendar days of the Purchasing Agent's decision. The appeal is limited to only those matters and documentation brought forward by the Vendor in the original notice of protest. The appeal must clearly state why the Purchasing Agent's decision is in error. If the Vendor does not appeal the Purchasing Agent's decision, the protest bond shall be released to the Vendor.

Appeal to the Williamson County Purchasing and Insurance Committee. The Vendor or Vendor's legal representative will be provided an opportunity to be heard. The Committee shall not be bound by formal rules of evidence applicable to the various courts of the state. The Committee does not have the power to subpoena.

The hearing shall be conducted as follows:

The Chairman will call the meeting to order. The Purchasing Agent shall explain the situation and give the reasons for the decision for which the Vendor is appealing. The Purchasing Agent may provide supporting relative documentation to the Committee in support of the Agent's action. Once the Purchasing Agent has completed her presentation, the Vendor will be given the opportunity to speak to the Committee in support of the Vendor's protest.

The Committee may request further information or documentation related to the procurement process from any County official.

The Committee will deliberate and shall make a final decision regarding the protest. If the Committee decides in favor of the Vendor's protest, the Committee will provide direction to the Purchasing Agent to resolve the matter and the bid bond submitted by the Vendor will be released. Decision by the Williamson

County Purchasing and Insurance Committee shall be final. Decisions will be reduced to writing and copies shall be sent to all parties and shall become a part of the minutes of the Committee.

If the Committee upholds the Purchasing Agent's decision and further finds that the protest was frivolous or lacked merit, the Committee, in its discretion, may assess costs, charges or damages associated with the delay or the award or any costs incurred with regard to the bid protest procedure.

In no event shall a protesting Vendor be entitled to recover any costs incurred in connection with the protest, including bid or proposal preparation costs, protest preparation costs, attorney fees, or bid protest costs.

All time constraints concerning a Vendors protest shall be strictly adhered to because of the County's need to obtain the services or goods.

Providing notice of an intention to protest does not substitute for filing of a protest following the form and content required within the deadlines stated in this policy. Further, casual inquiry or complaint that does not specifically identify the purpose as a protest, and does not comply with the form, content and deadlines herein, are also not considered or acted upon as a bid protest.

#### Awarding Bids/Proposals.

Once the evaluation process is complete, the Purchasing Department shall provide a notice of intent to award to all responding Vendors 5 calendar days prior to the actual awarding of the project. If no bid disputes have been filed at the completion of the 5 calendar day period, the Purchasing Agent shall provide the Vendors notice that the project has been awarded and a County contract will be sent to the winning Vendor.

#### Rejection and Cancellation of Bids

The Purchasing Agent reserves the right to reject any and all bids if she considers it to be in the best interest of Williamson County.

Prior to opening, a solicitation may be canceled in whole or in part when it is determined that such action is in the County's best interest for reasons including, but not limited to:

1. The County no longer requires the proposed procurement;
2. The County can no longer reasonably expect to fund the procurement; or
3. The proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all Vendors that received a bid package. The notice of cancellation shall identify the solicitation, the reason for cancellation, and where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement.

After opening, but prior to award, all bids or proposals may be rejected in whole or in part when it is determined by the Purchasing Agent in writing that such action is in the best interest of the County for reasons including, but not limited to:

1. The procurement is no longer required;
2. Ambiguous or otherwise inadequate specifications were part of the solicitation;
3. The solicitation did not provide for consideration of all factors of significance to Williamson County;

4. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
5. All otherwise acceptable bids or proposals received, in the Purchasing Agent's discretion, unreasonable prices; and/or
6. There is reason to believe that the bids or proposals may not have been independently arrived at in an open competition, may have been collusive, or may have been submitted in bad faith.

The reason for cancellation or rejection shall be made part of the bid file and available for public inspection.

#### County Agreement.

By submitting a bid response, a Vendor agrees to execute the County's form contract included with the bid package should the Vendor be awarded the bid. Failure or refusal to execute the County's form agreement may result in the Vendor losing the awarded bid and removal from the County's Vendors List.

#### **Emergency Purchases.**

If time does not permit the advertising for bids, a purchase order can be issued by the Purchasing Agent without complying with the bidding procedures if an emergency purchase arises. For the purpose of this policy "emergency purchases" are defined as a purchase made under special circumstances designed to meet an unforeseen emergency. Should an emergency purchase arise, the Purchasing Agency may make the purchase in the open market for any supplies, materials or equipment for immediate delivery in actual emergencies arising from unforeseen causes, including delays by contractors, delays in transportation, and unanticipated volume of work. Emergency purchases shall not include conditions arising from neglect, or indifference in anticipating normal needs. No purchases shall be valid if a purchasing order was not signed by the Purchasing Agent and the County shall not be required to complete the transaction.

#### **Ethical Standards.**

Vendor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any Williamson County employee or former Williamson County employee, or for any Williamson County employee or former Williamson County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

In addition, Vendor understands that it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with Williamson County upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

By responding to a bid request, Vendor affirms that it has not retained anyone in violation of this Article. A breach of ethical standards is a material breach of this Agreement and could result in civil or criminal sanctions and/or debarment or suspension from contracting with Williamson County. Vendor is required to sign and have notarized, the County's Ethical Standards Affidavit and include it in the Vendor's bid response.

#### **Taxes.**



Williamson County is exempt from all Federal excise and State sales taxes and shall not agree to pay these taxes under any circumstances. Upon request, the Purchasing Agent can issue an exemption certificate.

**Assignment of Rights and Duties.**

Once the award has been made, neither the award or the rights and duties of a County contract are transferable or otherwise assignable without the written consent of the Purchasing Agent, who may withhold approval in her complete discretion.

**Liquidated Damages.**

Liquidated damages are generally used where it is difficult to accurately estimate the harm that Williamson County will suffer from unexcused performance or breach of an agreement. Liquidated damages are not a penalty, but rather an estimated value of losses incurred by Williamson County by delay in the delivery of goods or services, or the completion of a Project. The liquidated damages amount shall be established by the Purchasing Agent prior to the issuance of the solicitation.

Liquidated Damages for Agreements concerning Supplies and Services. If the Vendor fails to deliver the supplies or perform the services within the time specified in the Agreement, the Vendor shall, in place of actual damages, pay to Williamson County liquidated damages in an amount set forth by the Purchasing Agent per calendar day of the delay. If Williamson County terminates the Agreement in whole or in part for cause, the Vendor shall be liable for liquidated damages accruing until Williamson County reasonably obtains delivery or performance of similar supplies or services. The liquidated damages are in addition to excess costs to repurchase the supplies or services. The Vendor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Vendor.

Liquidated Damages for Construction Agreements. If the Vendor fails to complete the work within the time specified in the Agreement, the Vendor shall pay liquidated damages to Williamson County in the amount determined by the Purchasing Agent for each calendar day of delay until the work has achieved final completion and has been accepted by Williamson County. If Williamson County terminates the Vendor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. The Vendor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Vendor.

**Insurance Requirements**

The Vendor who is awarded a contract shall be required to maintain, without limiting its liability and at its own cost and 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 Williamson County while providing services or goods. With the exception of the professional liability insurance such policies shall name Williamson County as an additional insured for the general liability and automobile insurance certificates. All insurance policies shall be non-cancelable except upon 30 days prior written notice to Williamson County. Insurance policies will be written and guaranteed by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Throughout the term of this Agreement, Vendor shall provide an updated certificate of insurance to Williamson County prior to expiration of the current certificate. A certificate of

insurance from the Vendor must be on file with the Purchasing Department prior to the Vendor providing any services or goods.

The following minimum insurance requirements shall apply:

1. With the exception of construction contracts, all contracts for the provision of services or goods that do not exceed payment in excess of \$10,000.00 shall be required to maintain worker's compensation insurance in a minimum amount as required by Tennessee Law and general liability in a minimum amount of \$1,000,000.00 per incident. The Risk Manager may require additional insurance requirements should the Manager, in his sole discretion, determine that additional insurance is needed.
2. For all contracts for construction services and those contracts for the provision of services or goods that exceed the amount of \$10,000 Vendor shall provide policy or policies and shall be in the minimum amount of \$1,000,000.00 for general liability insurance or \$1,000,000.00 for professional liability, \$1,000,000.00 for automobile liability, \$1,000,000 worker's compensation and employers liability insurance and \$1,000,000 umbrella liability.

The Williamson County Risk Manager may require additional insurance requirements should the Risk Manager determine, in his discretion, that the type of services, goods, or contract warranted the additional insurance requirements.

#### **Employment Practices.**

Vendor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Vendor, if applicable, agrees to execute the Fair Employment Affidavit evidencing Vendor's compliance of this policy.

#### **Employment of Illegal Immigrants.**

The Vendor 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. Vendors shall be required to verify that the Vendor will 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 Vendor shall be responsible for maintaining records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Vendor for the minimum period provided in the Tennessee Lawful Employment Act.

Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County and removed from the County's Vendors list.

#### **Drug Free Work Place.**

If applicable, Vendor shall abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing Contractor's compliance.

**Authority of a Governmental Entity.**

Vendor acknowledges and by submitting a bid, agrees that Williamson County cannot agree to any terms which limit its rights or opportunities to legal recourse in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of Williamson County granted by constitution or statute, may require legislation by the Tennessee State Legislature.

**Debarment or Suspension.**

Williamson County may suspend or debar Vendors from the consideration for award of contracts per authority granted in the Williamson County Purchasing and Procedures Manual. Grounds for suspension/debarment are included, but shall not be limited to the following:

1. If the Vendor misrepresents its qualification, experience or provides false information on a bid response to the County;
2. If the Vendor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or local government;
3. If the Vendor, within a three year period preceding this Agreement, has been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. If the Vendor is indicted at the time of submitting a bid response for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar services or contracts;
5. If the Vendor, within a three year period preceding the bid opening date, had one or more public transactions (Federal, State or local) terminated for cause or default; and
6. If the Vendor violates any Federal, State and local governmental laws, rules and regulations relating to its responsibilities, as set forth in the bid documents or agreement.

Vendor may appeal the Purchasing Agent's decision to remove the Vendor from the County's Vendor list by submitting a protest to the Williamson County Purchasing and Insurance Committee in the same manner as other protests are heard as provided herein.

Unpaid Business Taxes.

Any Vendor who has delinquent business taxes in Tennessee shall be barred from participating in a bid process.

**Disclaimer.**

This Vendor Policy is created solely to provide general information to prospective Vendors desiring to do business with Williamson County government.

This guide is not intended to, nor shall it take the place of state and local procurement laws, ordinances, rules, or policies. In any instance where duly enacted regulations conflict with information in this

document, such regulations govern. It is the sole responsibility of the Vendor to ensure compliance with all governing regulations regardless of the accuracy or inaccuracy of information contained herein.

Revised June 14, 2022