

ROANE COUNTY PURCHASING
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763
PHONE 865-376-4317 – FAX 865-376-4318

ADVERTISEMENT FOR BIDS

Sealed bids are invited for Concrete & Concrete Finishing at three Roane County Convenience Centers.

A 5% bid bond is required to bid the project. Performance & Payment bonds will be required for the entire amount of the project.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976, as currently amended.

Project: Concrete & Concrete Finishing at
Three Roane County Convenience Centers

Bids Received By: Lynn Farnham, Purchasing Agent
Roane County Courthouse
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Until: 2:00 p.m. on Thursday, December 17, 2015
Bids will be publicly opened & read aloud.

Specifications: May be obtained at the:
Roane County Purchasing Department
Roane County Courthouse
200 East Race Street
Suite #3
Kingston, TN 37763

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

**Bid Number: 2016-12/171
CONCRETE & CONCRETE FINISHING**

Open Date & Time: December 17, 2015 at 2:00 p.m. (Eastern Time Zone)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

**Lynn Farnham, CPPO, CPPB
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov**

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
4. All bids must meet or exceed the enclosed specifications.
5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
7. On the outside of the envelope/package mark the bid as follows:
 - Vendor Name & Address
 - Bid Number
 - Bid Date & Time
8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent 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.
2. Pursuant to TCA §12-4-126, 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 will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane 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.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Roane County Business License is required if a contractor is doing more than \$50,000 in business in the county.
3. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, 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, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

**2016-12/171 – CONCRETE & CONCRETE FINISHING
VENDOR INFORMATION SHEET**

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - 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 the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**2016-12/171 – CONCRETE & CONCRETE FINISHING
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned
 Caucasian Owned
 Native American Owned
 Other Owned

Asian Owned
 Hispanic Owned
 Woman Owned

Signature

Title

**2016-12/171 – CONCRETE & CONCRETE FINISHING
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane 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 T.C.A. § 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 T.C.A. § 50-9-113.

Further affiant saith 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 _____.

**2016-12/171 – CONCRETE & CONCRETE FINISHING
BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, ("Affiant"), states that he/she has legal authority to swear this on behalf of _____ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that "no 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: _____

**2016-12/171 – CONCRETE & CONCRETE FINISHING
INVITATION TO BID
SPECIFICATIONS**

Roane County is inviting bids to provide concrete and concrete finishing services for three Roane County Convenience Centers.

Vendors are to provide one original and one copy of the bid being submitted. Any costs associated with the preparation or delivery of the bid is at the Vendor's cost with no cost to Roane County.

REQUIRED DOCUMENTS

Bidders must use the envelope cover sheet included herein.

The following documents must be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Business Tax & License Affidavit
- Certificate of Insurance issued by the Contractor's Insurance Company.

CONTRACT

The contract enclosed, the Purchase Order, and the Terms & Conditions and the Specifications of this Invitation to Bid will serve as the contractor's contract.

GENERAL INFORMATION

Bidders are to visit the sites and verify all measurements and to determine the amount of asphalt or gravel that must be removed.

Roane County will be responsible for loading and hauling away old gravel and asphalt.

Roane County is tax exempt. However, the contractor is not allowed to purchase any supplies or materials using the county's tax exemption certificate. The bid is to be based on the Contractor's purchase price of all labor, supplies, and materials needed to complete the projects.

BOND SECURITY

Bids that are over \$25,000 will require 5% Bid Security and Performance & Payment Bonds in the full amount of the total projects.

**2016-12/171 – CONCRETE & CONCRETE FINISHING
INVITATION TO BID
SPECIFICATIONS**

Scope of Work

The contractor will provide all concrete, labor, supplies, and materials to complete a turnkey projects.

Concrete is to be installed and finished at the following Convenience Centers:

Gallaher Road
Orchard View
Swan Pond

General Conditions

Contractor responsibilities to include but not limited to:

1. Coordinate a pre-construction meeting with of Solid Waste Director (the Director) or his designee at each site
2. Coordinate working times and service outages with the Director.
3. Coordinate appropriate locations to store material and equipment.
4. The contractor to have an employee present at all times that is familiar with these conditions and has the authority to respond to any owner concerns All employees or subcontractors are to conduct themselves in a civil and appropriate manner at all times.
5. All equipment, hand and power tools are to be in a safe and workable condition and in compliance with all state and federal regulations.
6. Remove and dispose of all debris and scrap material at the end of each day. Asphalt, gravel and soil remove by the contractor to be piled on site for disposal by the owner.
7. Repair or replace any damages by the contractor to any equipment, fences, sidewalks, pavement, drains, lawns or **vehicles**.
8. Completed work is to be turned over to the owner in a clean and like new condition.

Concrete Specification

1. Concrete shall develop 5,000 psi in 28 days.
2. Concrete shall contain fiber reinforcing.
3. Concrete to be 5% air entrained.
4. Concrete to be placed with 4" maximum slump.
5. Surface to be uniform, edged with a broom finish.
6. Concrete to have control joints (wet or dry) every 150 sq ft of paving (example 10'X15')

Gallaher Road

There are three pads to be installed at the Gallaher Road Convenience Center. All concrete is to be 5,000 psi with fiber. The bid is to include saw cut and removal of asphalt, gravel, or soil. Disposal will be done by the Owner.

Pad #	Description	Lump Sum Price
1.	102' x 32' – 6" pad	
2.	66' x 26' – 6" pad	
3.	14' x 168' – 6" pad	
TOTAL BID PRICE FOR GALLAHER ROAD		

Orchard View

There are two pads to be poured at the Orchard View Convenience Center. All concrete is to be 5,000 psi with fiber.

Pad #	Description	Lump Sum Price
1.	50' x 26' – 6" pad	
2.	54 ' x 43' – 6" pad	
TOTAL BID PRICE FOR ORCHARD VIEW		

Swan Pond

There are three pads to be poured at the Swan Pond Convenience Center. All concrete is to be 5,000 psi with fiber.

Pad #	Description	Lump Sum Price
1.	116' x 25' – 6" pad	
2.	68' x 42' – 6" pad	
3,	12' x 7' – 6" pad	
TOTAL BID PRICE FOR SWAN POND		

UNIT PRICES

Product	Unit	Price/Unit
6" Concrete, 5000 psi, finished	Per Square Foot	
6" Sawing & Removal of Asphalt/Stone	Per Square Foot	
Remove Unsuitable Soil & Replace With Stone	Per Cubic Yard	

BID ENVELOPE COVER SHEET

Project: CONCRETE & CONCRETE FINISHING
AT THREE ROANE COUNTY CONVENIENCE CENTERS

Bid Date & Time: Thursday, December 17, 2015
2:00 p.m. (Eastern Time Zone)

Bids must be delivered prior to the aforementioned date to:
Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

Bidder Name & Address: _____	

TN License Number: _____	Limit: _____
Expiration Date: _____	Classification: _____



**ROANE COUNTY GOVERNMENT
CONSTRUCTION CONTRACT
INDEPENDENT CONTRACTOR**

This AGREEMENT is made between Roane County Government, a political subdivision of the State of Tennessee, herein "ENTITY" and _____ herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: The ENTITY hereby employs the CONTRACTOR as an independent contractor to complete and perform the following project and work:
2. TIME OF PERFORMANCE AND TERMINATION: The PARTIES agree that:
 - a. The CONTRACTOR shall commence work on the project by:
 - b. The CONTRACTOR shall have the project complete by:
3. COMPENSATION: The ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ _____ payable upon completion of the project and acceptance by the ENTITY.
4. INDEPENDENT CONTRACTOR: The PARTIES agree that the CONTRACTOR is an independent contractor of the ENTITY and in no way an employee or agent of the ENTITY and is not entitled to workers compensation or any benefit of employment of the ENTITY. The ENTITY shall have no control over the performance of this agreement by the CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The ENTITY shall have no responsibility for security or protection of the CONTRACTOR'S supplies or equipment. The CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.
5. WARRANTY: The CONTRACTOR warrants that all materials and goods supplied under this agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. The CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** The CONTRACTOR agrees to indemnify, defend and hold harmless the ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the CONTRACTOR, the CONTRACTOR'S agents, employees or representatives under this agreement.
7. **INSURANCE:** The CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy, which shall name and protect the CONTRACTOR, all CONTRACTOR'S employees, the ENTITY, and its officers, agents and employees, from and against all claims, losses, actions and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. The CONTRACTOR shall provide proof of liability coverage as set forth above to the ENTITY prior to commencing its performance as herein provided, and require insurer to notify the ENTITY ten (10) days prior to cancellation of said policy.
8. **WORKER'S COMPENSATION:** The CONTRACTOR shall maintain in full force and effect worker's compensation insurance for the CONTRACTOR, any agents, employees and staff that the CONTRACTOR may employ as is required by law, and provide proof to the ENTITY of such coverage or that such worker's compensation is not required under the circumstances.
9. **COMPLIANCE WITH LAWS:** The CONTRACTOR agrees to comply with all federal, state and local laws, rules and regulations. Any claim, breach or dispute arising under this contract shall be heard in the courts of Roane County, Tennessee.
10. **ENTIRE AGREEMENT:** This document and the Invitation to Bid or Request for Proposal documents comprise the entire agreement and can only be modified or amended in writing by the PARTIES.
11. **PERFORMANCE & PAYMENT BONDS:** The CONTRACTOR (if bonding is required) is required to provide a performance and payment bond in the amount of the project cost prior to beginning work.

ENTITY:

Roane County Government

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____

CONTRACTOR:

COMPANY NAME

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____

ROANE COUNTY GOVERNMENT
200 East Race Street ♦ Suite #3 ♦ Kingston, Tennessee 37763
Phone 865-376-4317 ♦ Fax 865-376-4318