

Anderson County Government

INVITATION TO BID (Formal)

Natalie Erb, Director of Finance
100 North Main Street, Courthouse, Rooms 214 and 218
Clinton, Tennessee 37716
(865) 457-6251
purchasing@andersontn.org
(865) 457-6252 Fax

Bid No.: 4747

Date Issued: April 6, 2017

**Bids will be received until
11:30 a.m. Eastern Time on May 2, 2017**

Sealed bids subject to the **General Terms and Conditions** of this Formal Invitation to Bid, and any other data attached or incorporated by reference. Bids will be received in the Office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE TO THE BEST INTEREST OF ANDERSON COUNTY.


Natalie Erb, Director of Finance

Services or Supplies

Paint and Paint Supplies – Anderson County Schools and Anderson County Building and Grounds, Anderson County, TN

For the period of July 1, 2017 through June 30, 2018

It is our intent to request a three (3) year contract. Please specify the amount of increase above your first year bid, if any, for the second and third year(s).

Second Year: _____ %, **Third Year:** _____ %

Unless otherwise specified, there is no restriction on quantity actually ordered. Paint specifications listed are not necessarily listed for a certain product, but listed to be used for determination of the quality/standard used by Anderson County.

If your bid varies from the specifications, make a full explanation.

All vendors must submit 2 full copies, including brochures, of their bid.

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

Vendor Name: _____

Bid #4747 Specifications for Paint

- 1) ACRYLIC LATEX FLAT WALL PAINT, Volume Solids 31.0%
Packed in 5-gallon plastic containers, colors to be selected.

Pigment		40.8%	BRAND
Titanium Dioxide	28.0%		
Calcium Carbonate	40.9%		
Silica and Silicates	<u>31.1%</u>		ORDER NUMBER
	100.0%		
Vehicle		59.2%	_____ per 1 gallon
Non-Volatile	16.5%		
Acrylic Resin	100.0%		_____ per 5 gallon
Volatile	<u>83.5%</u>		
Water	100.0%	100.0%	

- 2) ENAMEL, INTERIOR, Alkyd Semi-Glass Enamel, colors to be selected.

Pigment		50.1%	BRAND
Titanium Dioxide-Class 3	43.4%		
Calcium Carbonate	<u>56.6%</u>		ORDER NUMBER
	100.0%		
Vehicle		49.9%	_____ per 1 gallon
Non-Volatile Alkyd Resin	45.3%		
Volatile Mineral Spirits	<u>54.7%</u>		_____ per 5 gallon
	100.0%	100.0%	

- 3) PAINT, EXTERIOR, OIL-TYPE, HOUSE AND TRIM PAINT, mildew resistant, chalk resistant for use on siding and trim above masonry.

Pigment		44.6%	BRAND
Titanium Dioxide	46.5%		
Barium Metaborate	20.2%		
Silicates	<u>33.3%</u>		ORDER NUMBER
	100.0%		
Vehicle		55.4%	_____ per 1 gallon
Non-Volatile	54.5%		
Alkyd-Resin	65.7%		_____ per 5 gallon
Polyester Resin	14.9%		
Plasticizing Oil & Driers	<u>19.4%</u>		
	100.0%		
Volatile (aliphatic hydrocarbons)	<u>45.5%</u>		_____ per 5 gallon
	100.0%	100.0%	

- 4) PAINT, EXTERIOR LATEX, mildew resistant, chalk resistant, for use as trim paint on siding above masonry. Packed in 1-gallon containers. Colors to be selected.

Pigment		35.8%	BRAND
Titanium Dioxide-Class 3	52.5%		
Zinc Oxide	17.5%		
Calcium Carbonate	37.0%		
Silica and Silicates	<u>6.2%</u>		ORDER NUMBER
	100.0%		
Vehicle		65.1%	_____ per 1 gallon
Non-volatile (alkyd resins & driers)	31.4%		
Volatile (mineral spirits)	<u>69.3%</u>		_____ per 5 gallon
	100.0%	100.0%	

Company Name _____

- 5) ENAMEL, EXTERIOR AND INTERIOR, FLOOR & DECK ENAMEL, oil type for use on wood or concrete. Packed in 1-gallon containers. Colors to be selected.

Pigment		17.6%	_____
	Titanium Dioxide class 3	32.6%	_____
	Yellow Iron Oxide	1.0%	_____
	Lamp Black	1.0%	_____
	Silicates	<u>64.4%</u>	_____
		100.0%	ORDER NUMBER
Vehicle		82.4%	_____ per 1 gallon
	Non-volatile (alkyd resins & driers)	44.7%	_____
	Volatile (mineral spirits)	<u>55.3%</u>	_____ per 5 gallon
		100.0%	100.0%

- 6) ENAMEL, EXTERIOR, GLOSS ENAMEL, for use on metal or wood surfaces.
Resistance to the corrosive action of atmospheric exposure.
Modified alkyd resin, 45.1% solids oil type. Color Safety Green

Pigment		16.6%	_____
	Titanium Dioxide	30.1%	_____
	Permanent Yellow	2.5%	_____
	Phthalo Green	2.2%	_____
	Silicates	<u>62.6%</u>	_____
		100.0%	ORDER NUMBER
Vehicle		83.4%	_____ per 1 gallon
	Non-volatile (Soya oil, alkyd Resin & driers)	49.3%	_____
	Volatile (mineral spirits)	<u>50.7%</u>	_____ per 5 gallon
		100.0%	100.0%

- 7) ZINC CHROMATE PRIMER

Pigment		49.5%	_____
	Zinc Chromate	26.8%	_____
	Ferrite Yellow	4.5%	_____
	Titanium Dioxide	16.1%	_____
	Calcium Carbonate	42.9%	_____
	Silica & Silicates	<u>9.7%</u>	_____
		100.0%	ORDER NUMBER
Vehicle		50.5%	_____ per 1 gallon
	Non-Volatile (modified alkyd*resins & driers)	41.0%	_____
	Volatile (aliphatic hydrocarbons)	<u>59.0%</u>	_____ per 5 gallon
		100.0%	100.0%

- 8) ALUMINUM PAINT GENERAL PURPOSE, interior-exterior Generic Type, modified oleoresinous varnish.

Pigment		10.0%	_____
	Aluminum	94.8%	_____
	Silicates	<u>5.2%</u>	_____
		100.0%	ORDER NUMBER
Vehicle		90.0%	_____ per 1 gallon
	Non-volatile	37.6%	_____
	Cyclopentadiene		_____ per 5 gallon
	Modified Soya oil	43.9%	_____
Hydrocarbon resin		17.3%	_____
Plasticizing oil & driers		<u>38.8%</u>	_____
		100.0%	_____
Volatile (aliphatic hydrocarbons)		<u>62.4%</u>	_____
		100.0%	100.0%

Company Name _____

9) TRAFFIC & ZONE MARKING PAINT – White & yellow alkyd resin type 11-3

	YELLOW	WHITE
	_____ BRAND	_____ BRAND
	_____ ORDER NUMBER	_____ ORDER NUMBER
_____ GALLON YELLOW	_____ 5-GALLON YELLOW	
_____ GALLON WHITE	_____ 5-GALLON WHITE	
Pigment		61.6%
Titanium Dioxide	14.4%	
Calcium Carbonate	52.9%	
Barium Sulfate	26.0%	
Silicates	<u>6.7%</u>	
	100.0%	
Vehicle		38.4%
Non-volatile (alkyd*resin & driers)	41.5%	
Volatile	58.5%	
Aliphatic Hydrocarbons	81.5%	
Aromatic Hydrocarbons	<u>18.5%</u>	
	100.0%	100.0%

- 10) Paint roller covers, polyester for latex and oil paints
 9" cover for semi-rough surfaces, 3/4" nap _____ Each
- 11) P-9PF heavy-duty 9" roller frames _____ Each
- 12) 2" Brushes _____ Each
- 13) 3" Brushes _____ Each
- 14) 4" Brushes _____ Each
- Discount on related items not listed- _____ -%

State how long your prices will be in effect from opening date- _____

SEND COLOR CHARTS AND ANALYSIS OF PRODUCTS

Company Name (Print)

Signature

Date

Address/City/State/Zip

Print Name of Representative

() _____
Phone No.

BID NUMBER: 4747

BID TITLE: Paint & Paint Supplies

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid reach the Purchasing Department. If the bid is not delivered to the correct location by the correct time it is not considered.

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

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

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

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

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at any time.

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

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

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

1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

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

1.15 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.

1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

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

1.18 DUPLICATE COPIES: Anderson County requires that all vendors submit one original and two exact copies of their bids, including brochures; unless additional copies are requested in bid specifications.

1.19 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.

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

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

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

1.24 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.25 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

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

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

1.28 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

1.29 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

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

1.31 APPROPRIATION: In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

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

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

1.34 UNIT PRICE: Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

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

1.37 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website www.andersontn.org/purchasing up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.38 PROPOSALS: All proposals, once received, become property of Anderson County Government and will not be returned.

1.39 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.40 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

BID NUMBER: 4747
BID TITLE: Paint and Paint Supplies

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

SECTION 2 - BID INFORMATION

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

Please indicate vendor's approval of the Cooperative Purchasing Agreement. _____ Yes _____ No

State of Tennessee Business License Number:
License # _____

State of Tennessee Contractors' License Number: *(See item 1.11)*
License # _____

SECTION 3 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____

Zip _____

Telephone Number _____

Fax Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

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

What is the major service or product your company provides?
(Explain/Describe) _____

The undersigned agrees if bid is accepted, to furnish all license information.

Authorizing Signature:

(Please sign original in blue ink)

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

BID NUMBER: 4747
BID TITLE: Paint and Paint Supplies

SECTION 4 - INSURANCE REQUIREMENT CHECKLIST

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

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

1. **Workers Compensation Employers Liability** Statutory limits
100,000/100,000/500,000

2. **Commercial General Liability** \$1,000,000 per occurrence
\$2,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E&O Liability

3. **Business Auto** \$1,000,000
 - Include Garage Liability \$1,000,000
 - Include Garage Keepers Liability
 - Copy of Valid Driver's License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page

4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond

5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This **MUST** be submitted before purchase order issued.

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

Bidders Statement and Certification

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

 Vendor's Name

 Authorized Signature

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT
 100 N. MAIN STREET, ROOM 214 or 218
 CLINTON, TN 37716
 (865) 457-6251
 (865) 457-6252 (Fax)

BID NUMBER 4747

CONTRACT NUMBER _____

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)	Address
City, State, Zip Code	Telephone Number ()
Contractor License Number (If Applicable)	

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature _____ **Title** _____

Printed Name: _____ **Date** _____
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____



DIVERSITY BUSINESS INFORMATION

SECTION 5 – DIVERSITY DEFINITIONS

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

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

“MINORITY BUSINESS ENTERPRISE” shall mean a minority business:

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

“WOMEN BUSINESS ENTERPRISE” shall mean a woman owned business:

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

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

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

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

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

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

Please name the entity of certification: _____

Please provide a copy of certification letter or certificate.

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

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

Certifying Agencies

Revised 11/09/15

Tennessee Department of Transportation
Small Business Development Program
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0347
(888)370-3647
(615)741-3681
www.tdot.state.tn.us/civil%2Drights/smallbusiness/

Memphis Area Transit Authority
1370 Levee Road
Memphis, TN 38108-1011
(901)722-7138
www.matatransit.com

Chattanooga Area Regional Transportation
Authority
1617 Wilcox Blvd.
Chattanooga, TN 37406
(423)629-1411
www.carta-bus.org

Nashville Metropolitan Transit Authority
130 Nestor Street
Nashville, TN 37210
(615)862-5969
www.nashvillemta.org

If you wish to be considered for ACDBE certification, you will need to complete the Airport
Concession DBE certification application package, which can be accessed at:

Memphis/Shelby County Airport Authority
2491 Winchester Road, Suite 113
Memphis, TN 38116
(901)922-8000
www.mscaa.com

Metropolitan Nashville Airport Authority
One Terminal Drive, Suite 501
Nashville, TN 37214-4114
(615)275-1620
www.flynashville.com

Chattanooga Metropolitan Airport Authority
1001 Airport Road, Suite 14
Chattanooga, TN 37421
(423)855-2202
www.chattairport.com

Metropolitan Knoxville Airport Authority
P.O. Box 15600
Knoxville, TN 37901-5600
(865)342-3062
www.flyknoxville.com

The following member agencies can be accessed for your information:

Smyrna Airport Authority – (615)459-2651 www.smyrnaairport.com

Tri Cities Airport Authority – (423)325-6044 www.triflight.com

Jackson Airport Authority – (731)423-0995 www.mklairport.com

Jackson Transit Authority – (731)423-020 www.ridejta.com

Clarksville Transit System – (932)553-2430 www.cityofclarksville.com

Greater Nashville Regional Transportation Authority – (615)862-8869 www.gnrc.org

Knoxville Area Transit – (865)215-7830 www.ci.knoxville.tn.us/kat/

Johnson City Transit – (423)434-6269 www.johnsoncitytransit.org