

# Anderson County Government

## INVITATION TO BID (Formal)

Natalie Erb, Director of Finance  
100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

[purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
<http://andersontn.org/purchasing>

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**BID No.: 4763**

**Date Issued: April 7, 2017**

**Bids will be received until  
11:30 a.m. Eastern Time on May 4, 2017**

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

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



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Natalie Erb, Director of Finance

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### BID DESCRIPTION

#### Vehicle – Anderson County Preschool

Please furnish the Purchasing Office with your most current catalog along with bid. If your bid varies from the specifications, make full explanation.

**All vendors must submit one original and one exact copy of their bid, including brochures.**

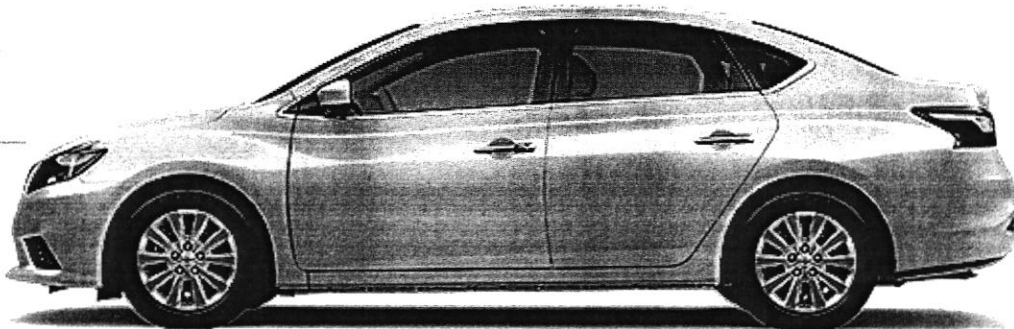
*Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.*

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2017 NISSAN

**Sentra®**  
**SV**

**\$18,790** Starting  
MSRP\*



**Mechanical**

**ENGINE**

<b>MRA8DE 1.8-liter DOHC 16-valve, 4-cylinder engine</b>	Standard
<b>124 hp @ 6,000 rpm</b>	Standard
<b>125 lb-ft of torque @ 3,600 rpm</b>	Standard
<b>Compression ratio 9.9:1</b>	Standard
<b>Emissions Tier 3, Bin 30</b>	Standard
<b>Continuously Variable Valve Timing Control System (CVTCS) on intake and exhaust valves</b>	Standard
<b>Nissan Direct Ignition System</b>	Standard
<b>Electronic drive-by-wire throttle</b>	Standard

**DRIVETRAIN**

<b>Front engine/Front-Wheel Drive</b>	Standard
<b>Xtronic CVT® (Continuously Variable Transmission)</b>	Standard

**BRAKES**

<b>11.0" Vented front disc brakes</b>	Standard
<b>9.0" Rear drum brakes</b>	Standard
<b>4-wheel Anti-lock Braking System (ABS)</b>	Standard
<b>Electronic Brake force Distribution (EBD)</b>	Standard
<b>Brake Assist [1]</b>	Standard

**SUSPENSION/STEERING**

<b>Independent strut front suspension</b>	Standard
<b>Front stabilizer bar</b>	Standard
<b>Torsion beam rear suspension with integrated rear stabilizer bar</b>	Standard
<b>Vehicle-speed-sensitive electric power steering</b>	Standard
<b>Active Understeer Control (not available with S 6MT)</b>	Standard

**Exterior**

**WHEELS/TIRES**

<b>16" x 6.5" steel wheels with wheel covers</b>	Standard
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<b>P205/55HR16 all-season tires</b>	Standard
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**EXTERIOR FEATURES**

<b>Smart Auto Headlights</b>	Standard
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<b>Halogen headlights</b>	Standard
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<b>Dual power outside mirrors</b>	Standard
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**Interior****COMFORT/CONVENIENCE**

<b>Hands-free text messaging assistant [4]</b>	Standard
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<b>Bluetooth® Hands-free Phone System [5]</b>	Standard
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<b>Siri® Eyes Free [6]</b>	Standard
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<b>RearView Monitor [7]</b>	Standard
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<b>Fine Vision electroluminescent gauges with chrome accents</b>	Standard
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<b>Advanced Drive-Assist® Display with 5.0" color display [8]</b>	Standard
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<b>Nissan Intelligent Key® with Push Button Ignition</b>	Standard
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<b>Power door locks with auto-locking feature</b>	Standard
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<b>Power windows with driver's one-touch auto-up/down</b>	Standard
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<b>Air conditioning with in-cabin microfilter</b>	Standard
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<b>Cruise control with illuminated steering wheel-mounted controls</b>	Standard
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<b>Overhead LED map lights</b>	Standard
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<b>Passenger's seatback pocket</b>	Standard
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	Standard
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**Driver's and front passenger's seat lower cushion storage pockets**

<b>Center console with adjustable cup holders and storage bin</b>	Standard
<b>Sliding front armrest</b>	Standard
<b>Rear seat center armrest with cup holders</b>	Standard
<b>Front and rear door pockets</b>	Standard
<b>Height-adjustable 3-point front seat belts</b>	Standard
<b>Tilt and telescoping manually adjustable steering column</b>	Standard
<b>Variable intermittent flat-blade windshield wipers</b>	Standard
<b>Sun visors with vanity mirrors and extensions</b>	Standard
<b>Auxiliary 12-volt DC power outlet</b>	Standard
<b>Battery saver</b>	Standard
<b>SEATING/APPOINTMENTS</b>	
<b>6-way manual driver's seat</b>	Standard
<b>4-way manual front-passenger's seat</b>	Standard
<b>Premium cloth seat trim</b>	Standard
<b>60/40 Split fold-down rear seats</b>	Standard
<b>370Z<sup>®</sup>-inspired leather-wrapped steering wheel</b>	Standard
<b>Piano Black interior trim</b>	Standard

**Audio/Entertainment**

AM/FM/CD audio system with 5.0" color display	Standard
Six speakers	Standard
USB connection port for iPod® interface and other compatible devices [9]	Standard
Auxiliary audio input jack [10]	Standard
SiriusXM® Satellite Radio with 3-month trial subscription [11]	Standard
Streaming audio via Bluetooth® wireless technology [12]	Standard
MP3/WMA CD playback capability	Standard
Radio Data System (RDS)	Standard
Speed-sensitive volume control	Standard
Illuminated steering wheel-mounted audio controls	Standard
<b>Safety</b>	
Nissan Advanced Air Bag System (AABS) with dual-stage supplemental front air bags with seat belt and occupant-classification sensors [13]	Standard
Driver and front-passenger seat-mounted side-impact supplemental air bags [14]	Standard
Roof-mounted curtain side-impact supplemental air bags with rollover sensor for front and rear-seat outboard occupant head protection [15]	Standard
Vehicle Dynamic Control (VDC) with Traction Control System (TCS) [16]	Standard
3-point ALR/ELR passenger seat belt system (ELR for driver)	Standard
Front seat belts with pretensioners and load limiters	Standard
LATCH System (Lower Anchors and Tethers for CHildren)	Standard
Child-safety rear door locks	Standard
Zone Body construction with front and rear crumple zones	Standard
Hood buckling creases	Standard
Energy-absorbing steering column	Standard
Pipe-style steel side-door guard beams	Standard
Tire Pressure Monitoring System (TPMS) with Easy-Fill Tire Alert [19]	Standard

**Security**

Nissan Vehicle Immobilizer System	Standard
Vehicle Security System	Standard

**Dimensions****EXTERIOR (INCHES)**

Wheelbase	106.3
Overall length	182.1
Overall width	69.3
Overall height	58.9
Track width (front/rear)	60.2/60.2

**AERODYNAMICS (CD)**

Drag coefficient	0.29
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**INTERIOR (INCHES)**

Head room (front/rear) without moonroof	39.4/36.7
Head room (front/rear) with moonroof	38.5/36.7
Leg room (front/rear)	42.5/37.4
Hip room (front/rear)	50.9/50.1
Shoulder room (front/rear)	54.7/53.9

**Capacities**

Seating capacity	5
Interior passenger volume (cu. ft.)	95.9
Cargo capacity (cu. ft.)	15.1
Fuel tank (gals.)	13.2

**Curb Weights****BASE TOTAL (LBS.)**

Manual transmission	Not Available
Xtronic CVT®	2,877

## Fuel Economy

### FRONT-WHEEL DRIVE [\*]

6-speed manual transmission [20]

Not Available

Xtronic CVT® (Continuously Variable Transmission) [21]

37 Highway 29  
City

NissanConnect<sup>SM</sup>

## Optional Features

### Packages

#### SV STYLE PACKAGE

MSRP\* \$750

- 16" 10-spoke aluminum-alloy wheels
- Power sliding glass moonroof with tilt feature
- Sun visors with illuminated vanity mirrors and extensions

#### SV ALL WEATHER PACKAGE (REQUIRES DRIVER'S ASSIST PACKAGE)

MSRP\* \$300

- Dual power heated outside mirrors
- Heated front seats

#### DRIVER'S ASSIST PACKAGE

MSRP\* \$1,020

- NissanConnect<sup>SM</sup> with Navigation and Mobile Apps [23] [24] [25] [26] [27]
- SiriusXM® Traffic and Travel Link® [28]
- Blind Spot Warning (BSW) [29]
- Rear Cross Traffic Alert (RCTA) [30]

### Disclaimer

This website is intended for general descriptive and informational purposes only. It is subject to change and does not constitute an offer, representation or warranty (express or implied) by Nissan North America, Inc. Interested parties should confirm the accuracy of any information in this website as it relates to a vehicle directly with Nissan North America, Inc. before relying on it to make a purchase decision. Nissan North America, Inc. reserves the right to make changes at any time, without prior notice, in prices, colors, materials, equipment, specifications, models and versions, and to discontinue models, versions or equipment. Due to continuous product development and other pre- and post-production factors, actual vehicle, materials and specifications may vary from this website. Some vehicles shown with optional equipment. See the actual vehicle for complete accuracy. Availability and delivery times for particular models or equipment may vary. Specifications, options and accessories may differ in Hawaii, U.S. territories and other countries. For additional information on availability, options or accessories, see your Nissan dealer or contact Nissan North America, Inc.

All prices are Manufacturer's Suggested Retail Price (MSRP). MSRP excludes destination and handling charges, tax, title, license, and options. Dealer sets actual price. Please see the actual vehicle colors at your Nissan Dealer.

[1] Brake Assist is only an aid to assist the driver and is not a collision warning or avoidance device. It is the driver's responsibility to be in control of the vehicle at all times.

[2] Driving is serious business. Only use features when safe to do so. App availability is dependent upon vehicle model, trim level, packaging, and/or options. See NissanUSA.com/connect for complete app availability details. Never program while driving. GPS mapping may not be detailed in all areas or reflect current road status. Compatible smartphone required. Cellular network and GPS signals not available in all areas and/or at all times. Technology is evolving, and changes by independent companies are not within Nissan's control. Nissan is not responsible for associated costs that may be required for continued operation due to cellular network termination (including equipment upgrades, if available, or roaming charges on alternative networks) or other third party changes. Should a third party provider terminate/restrict service, service may be terminated without notice and with no liability to Nissan and its agents or affiliates. Subscription Agreement required and terms and conditions of Subscription



Agreement apply. See [NissanUSA.com](http://NissanUSA.com) for details. Text rates and/or data usage may apply.

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[3] Required monthly subscriptions sold separately for each available SiriusXM feature after trial period, and are continuous until you call SiriusXM to cancel. Installation costs, one-time activation fee, other fees and taxes will apply. Each SiriusXM feature availability is dependent upon vehicle model, trim level, packaging, and/or options, and may only be available in select markets. Satellite Radio U.S. service, NavWeather® service, and SiriusXM® Travel Link® services (if any of the foregoing features are equipped on vehicle) available only to those 18 or older in the 48 contiguous states and D.C. Fees and programming subject to change. Subscriptions governed by Customer Agreement available at [siriusxm.com](http://siriusxm.com). ©2016 Sirius XM Radio Inc. Sirius®, XM® and all related marks and logos are trademarks of Sirius XM Radio Inc.

[4] Use the text messaging feature after stopping your vehicle in a safe location. If you have to use the feature while driving, exercise extreme caution at all times so full attention may be given to vehicle operation. Compatible smartphone required. Text rates and/or data usage may apply.

[5] Availability of specific features is dependent upon the phone's Bluetooth® support. Please refer to your phone Owner's Manual for details. Bluetooth® word mark and logos are owned by Bluetooth SIG, Inc., and any use of such marks by Nissan is under license. See [NissanUSA.com/bluetooth](http://NissanUSA.com/bluetooth) for details.

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[7] Parking aid/convenience feature. Cannot completely eliminate blind spots. May not detect every object and does not warn of moving objects. Always check surroundings and turn to look behind you before moving vehicle.

[8] Driving is serious business and requires your full attention. If you have to use the feature while driving, exercise extreme caution at all times so full attention may be given to vehicle operation.

Information displayed is dependent on how vehicle is equipped.

[9] Driving is serious business and requires your full attention. If you have to use the connected device while driving, exercise extreme caution at all times so full attention may be given to vehicle operation. iPod® is a registered trademark of Apple, Inc. All rights reserved. iPod® or other external device not included.

[10] Driving is serious business and requires your full attention. If you have to use the connected device while driving, exercise extreme caution at all times so full attention may be given to vehicle operation. External device not included.

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[13] Air bags are only a supplemental restraint system; always wear your seat belt. Even with the occupant-classification sensor, rear-facing child restraints should not be placed in the front-passenger's seat. All children 12 years old and under should ride in the rear seat properly secured in child restraints, booster seats, or seat belts according to their size. Air bags will only inflate in certain accidents; see your Owner's Manual for more details.

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[16] VDC, which should remain on when driving except when freeing the vehicle from mud or snow, cannot prevent accidents due to abrupt steering, carelessness, or dangerous driving techniques.

[17] Blind Spot Warning is not a substitute for proper lane change procedures. The system will not prevent contact with other vehicles or accidents. It may not detect every vehicle or object around you.

[18] Not a substitute for proper backing procedures. May not detect all moving vehicles. Speed and other limitations apply. See owner's manual for details.

[19] TPMS is not a substitute for regular tire pressure checks.

Vehicle must be on for the Easy-Fill Tire Alert to operate.

[20] Fuel economy based on targeted 2017 EPA fuel economy estimates for 2017 Sentra®. EPA data not available at time of publication. Targeted 2017 fuel economy estimates:

- 27 city MPG / 35 hwy MPG / 30 combined MPG for 2017 Sentra S equipped with Manual Transmission
- 29 city MPG / 37 hwy MPG / 32 combined MPG for 2017 Sentra S, SV, SR, SL equipped with CVT Transmission
- 26 city MPG / 32 hwy MPG / 28 combined MPG for 2017 Sentra SR Turbo
- 25 city MPG / 31 hwy MPG / 27 combined MPG for NISMO® equipped with Manual Transmission
- 27 city MPG / 33 hwy MPG / 29 combined MPG for 2017 Sentra SR Turbo
- 25 city MPG / 30 hwy MPG / 27 combined MPG for NISMO equipped with CVT Transmission

Estimates based on Nissan internal testing results, subject to EPA confirmation. Actual mileage may vary with driving conditions – use for comparison only.

[21] Fuel economy based on targeted 2017 EPA fuel economy estimates for 2017 Sentra®. EPA data not available at time of publication. Targeted 2017 fuel economy estimates:

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- 25 city MPG / 31 hwy MPG / 27 combined MPG for NISMO® equipped with Manual Transmission
- 27 city MPG / 33 hwy MPG / 29 combined MPG for 2017 Sentra SR Turbo
- 25 city MPG / 30 hwy MPG / 27 combined MPG for NISMO equipped with CVT Transmission

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**BID NUMBER: 4763**

**BID TITLE: Vehicle**

**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, SUITE 214  
CLINTON, TN 37716**

**Email:**

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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**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](mailto: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.

**1.6 CONFLICT OF INTEREST:** If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

**1.7 NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**1.8 NON-DISCRIMINATION:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**1.9 SAME AS OR EQUIVALENT TO:** Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. The designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

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

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

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

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

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

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

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

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

**1.17 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 one exact copy 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](http://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:** Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website [www.andersontn.org/purchasing](http://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: 4763**

**BID TITLE: Vehicle**

**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)

**BID NUMBER: 4763**

**BID TITLE: Vehicle**

**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  
\$1,000,000
  - Include Garage Liability
  - 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 Name  
\_\_\_\_\_  
Bid Representative Name (Please Print)

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Date



# 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 4738**

**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/](http://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](http://www.matatransit.com)

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

Nashville Metropolitan Transit Authority  
130 Nestor Street  
Nashville, TN 37210  
(615)862-5969  
[www.nashvillemta.org](http://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](http://www.mscaa.com)

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

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

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

The following member agencies can be accessed for your information:

Smyrna Airport Authority – (615)459-2651 [www.smyrnaairport.com](http://www.smyrnaairport.com)

Tri Cities Airport Authority – (423)325-6044 [www.triflight.com](http://www.triflight.com)

Jackson Airport Authority – (731)423-0995 [www.mklairport.com](http://www.mklairport.com)

Jackson Transit Authority – (731)423-020 [www.ridejta.com](http://www.ridejta.com)

Clarksville Transit System – (932)553-2430 [www.cityofclarksville.com](http://www.cityofclarksville.com)

Greater Nashville Regional Transportation Authority – (615)862-8869 [www.gnrc.org](http://www.gnrc.org)

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

Johnson City Transit – (423)434-6269 [www.johnsoncitytransit.org](http://www.johnsoncitytransit.org)