

# Anderson County Government

## INVITATION TO BID (Formal)

Tony Foreman, Purchasing Agent  
100 North Main Street, Courthouse, Rooms  
214 and 218  
Clinton, Tennessee 37716  
(865) 457-6251  
[purchasing@ander  
sontn.org](mailto:purchasing@andersoncountytn.org) (865)  
457-6252 Fax

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**Bid No.: 4720**

**Date Issued: February 7, 2017**

**Bids will be received until  
11:30 a.m. Eastern Time on February 23, 2017**

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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.

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**Tony Foreman, Anderson County Purchasing Agent**

Services or Supplies
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<b><u>Pest Control &amp; Termite Services</u></b> – Anderson County, TN
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<b><u>For the period of July 1, 2017 through June 30, 2018</u></b>
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It is our intent to request a three (3) year contract. Please specify the percent of increase above your first year bid, if any, for the second and third year(s).
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If your bid varies from the specifications, make a full explanation. A two-week written notice must be given to the Anderson County Purchasing Agent prior to any price or delivery charge increase.
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<b>All vendors must submit 2 full copies, including brochures, of their bid.</b>
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<i>Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.</i>
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**Bid No. 4720 Pest Control & Termite Services Specifications**

Provide Pest Control and Termite Treatment Services Anderson County Government and Anderson County Schools, 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 percent of increase above your first year bid, if any, for the second and third year (s).

\_\_\_\_\_ % Second Year

\_\_\_\_\_ % Third Year

Termite Control Service for the buildings listed on the attached sheets. Services will be performed only upon written request from an authorized Anderson County representative.

<b>TERMITE SERVICES</b>	
\$ _____	Cost per linear foot for Sentricon (Baiting) treatment.
\$ _____	Cost per linear foot for Liquid Treatment

Proposals for Pest Control Service for the buildings listed on the attached sheets. Service will be performed monthly for the control of rats, mice, roaches, ants, weevils, and silverfish in a manner not to disrupt normal business activities.

All County Buildings are to be serviced *once* monthly with call-backs as needed at no extra charge. (See attached time schedule for each location listed.) In the event of a problem, Anderson County shall require the vendor to respond within twelve (12) hours. County employees must sign each service call ticket and forward to their particular department at each visit. Service ticket must include invoice number.

Cafeterias: As per the attached list. Total of 15 cafeterias. Preventive treatments must be made between the hours of 1:00 p.m. and 3:00 p.m. Vendor must supply time schedule of cafeterias to Food Service Director, Margaret Burrell, at (865) 463-2843 for her approval prior to spraying (*once* monthly).

Schools: As per the attached list. Total of 16 schools. Preventive treatment must be made, please contact Frank Hillon, Director of School Maintenance, at (865) 457-7789 for schedule.

Preschool Buildings: Total of 5 daycare buildings. Preventive treatment must be between the hours of 4:00 p.m. and 5:30 p.m. on FRIDAYS only. Contact Shelby Haun, Director Preschool (865) 463-2834 for schedule.

Lake City II Head Start Center, 930 Grace Avenue, Lake City  
Lake City III, 306 Sixth Street, Lake City  
Oak Ridge Early Head Start, 1051 Oak Ridge Turnpike, Oak Ridge  
Pre-School/Head Start, Central Office Complex , 708 North Main Street, Clinton

Anderson County Courthouse: Preventive treatment must be made between the hours of 1:00 p.m. and 4:30 p.m. This includes every room in the Courthouse sprayed once each month.

Robert Jolley Admin. Building: Preventive treatment must be made between the hours of 8:30 a.m. and 3:30 p.m. This includes all rooms sprayed once each month.

Ambulance Stations: Preventive treatment must be made between the hours of 8:00 a.m. and 12:00 noon.

- Station #1 – 314 Public Safety Lane, Clinton  
Headquarters, Garage, and Supply Building
- Station #2 – West End of Oak Ridge, 184 Raleigh Road, Oak Ridge
- Station #3 – 105 Lawson St, Lake City
- Station #4 – 102 Midway Lane, Oliver Springs
- Station #5 – East End of Oak Ridge, 101 Elza Drive, Oak Ridge
- Station #6 – 129 First Quality Way, Andersonville, TN

<b>County Owned Buildings Location/Address</b>	<b>Each Bldg. Per Month</b>	<b>Annual Total</b>
(15 ea.) School Cafeterias – (See Page 5 of Specifications)	\$	\$
(15 ea.) School Buildings – (See Page 5 of Specifications)	\$	\$
(4 ea.) Preschool Centers – (See Page 1 of Specifications)	\$	\$
Sheriff Department Annex – 103 Charles Seivers Blvd., Clinton	\$	\$
Anderson County Courthouse – 100 N. Main St., Clinton	\$	\$
Health Department Building – 710 N. Main St, Clinton	\$	\$
Community Action Center – 135 E. Broad Street, Clinton	\$	\$
Highway Patrol Building – US Highway 25W, Clinton	\$	\$
Highway Department Facility – 183 J. D. Yarnell Industrial Pkwy, Clinton –	\$	\$
Motor Pool Building– 110 S. Bowling Street, Clinton	\$	\$
BOE – Technology Center – 147 E. Broad St., Clinton	\$	\$
Anderson Co. Detention Center – 308 Public Safety Ln., Clinton	\$	\$
Robert Jolley Admin. Bldg. - 101 S. Main St., Clinton	\$	\$
EMS Ambulance Service – (See Page 2 of Specifications)	\$	\$
Learn Center – 150 Maverick Cr., Clinton	\$	\$
Anderson County Career & Technical Center-130 Maverick Dr., Clinton	\$	\$
Anderson County Fair Building – 939 Charles Seivers Blvd., Clinton	\$	\$
Adult Education – 131 Charles Seivers Blvd., Clinton	\$	\$
Clinton Library – 118 S. Hicks St., Clinton	\$	\$
New Briceville Library – Slatestone Road, Briceville	\$	\$
Daniel Arthur Rehab. Center – 728 Emory Valley Rd., Oak Ridge	\$	\$

<b>County Owned Buildings Location/Address</b>	<b>Each Bldg. Per Month</b>	<b>Annual Total</b>
Anderson County Tourism-115 Welcome Way, Clinton	\$	\$
County Office (Dickens Office Bldg.)-715 Emory Valley Rd., Oak Ridge	\$	\$
Board of Education, Maintenance Building 106 Offutt Rd., Clinton	\$	\$
Emergency Management Building, 111 S. Charles Seivers, Clinton	\$	\$
Oak Ridge City Court, 101 Bus Terminal Road, Oak Ridge	\$	\$
Surplus Warehouse, 103 Bus Terminal Road, Oak Ridge	\$	\$

<b>SCHOOL AND CAFETERIA BUILDINGS LOCATION/ADDRESS</b>	<b>CAFETERIAS</b>	<b>SCHOOL BUILDINGS</b>
Anderson County High School 2131 Andersonville Highway, Clinton	Cafeteria	School Building
Andersonville Elementary School 1951 Mountain Rd., Andersonville	Cafeteria	School Building
Briceville Elementary School 103 Slatestone Road, Briceville	Cafeteria	School Building
Claxton Elementary School 2218 Clinton Highway., Clinton	Cafeteria	School Building
Clinton Middle School 110 N. Hicks Street, Clinton	Cafeteria	School Building
Clinton Senior High School 425 Dragon Dr., Clinton	Cafeteria	School Building
Dutch Valley Elementary School 1044 Old Dutch Valley Road, Clinton	Cafeteria	School Building
Fairview Elementary School 6715 Hickory Valley Road, Heiskell	Cafeteria	School Building
Grand Oaks Elementary School 1033 Oliver Springs Highway, Oliver Springs	Cafeteria	School Building
Lake City Elementary School 402 Lindsay Ave., Lake City	Cafeteria	School Building
Lake City Middle School 1132 S. Main St., Lake City	Cafeteria	School Building
Norris Elementary School 42 E. Circle Rd., Norris	Cafeteria	School Building
Norris Middle School 5 Norris Square Norris	Cafeteria	School Building
Norwood Elementary School 669 E. Tri-County Blvd., Oliver Springs	Cafeteria	School Building
Norwood Middle School 655 E. Tri-County Blvd., Oliver Springs	Cafeteria	School Building

# 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 4720**
**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 \_\_\_\_\_  
 \_\_\_\_\_

**BID NUMBER: 4720**

**BID TITLE: Pest Control**

**BID ENVELOPE/PACKAGE CONTAINING BID:**

**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 your entire bid. Late bids, e-mailed bids and faxed bids will not be considered nor returned. Anderson County will not be responsible for any lost or misdirected mail.**

**ANDERSON COUNTY PURCHASING DEPARTMENT**

**100 NORTH MAIN STREET, SUITES 214 AND 218**

**CLINTON, TN 37716**

[purchasing@andersontn.org](mailto:purchasing@andersontn.org)

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

(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-through.**

**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. Questions must be submitted to [purchasing@andersontn.org](mailto:purchasing@andersontn.org), and responses will be made to all vendors.

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

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

**1.5 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.

**1.6 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.

**1.7 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.

**1.8 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.

**1.9 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 anytime.



**1.10 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119 b):** No bid will be opened or considered for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, unless 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."

**1.11 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. to be supplied, their conformity with specifications, their suitability to the requirements of Anderson County and the delivery terms. Any or all bids may be rejected for good cause.

**1.12 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, their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

**1.13 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 REACHER OR THE COMPLAINANT WITHDRAWS THE APPEAL.

**1.14 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.

**1.15 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.

**1.16 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.

**1.17 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.

**1.18 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.

**1.19 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.

**1.20 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.

**1.21 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.

**1.22 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.

**1.23 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.

**1.24 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.

**1.25 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to its web page: <http://andersontn.org/purchasing.html>. Individual notices are normally not mailed or e-mailed except to the successful vendor.

**1.26 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.

**1.27 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.

**1.28 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.

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

**1.30 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.

**1.31 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.

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

**1.33 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.

- 1.34 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.
- 1.35 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.

**BID NUMBER: 4720**

**BID TITLE: Pest Control**

**SECTIONS: 2, 3, 4 AND 6 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 till 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 \_\_\_\_\_.
- 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

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

State of Tennessee Business License Number:  
License # \_\_\_\_\_

State of Tennessee Contractors' License Number: *(See item 1.10)*  
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, Employer Identification Number:  
\_\_\_\_\_

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

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.

**BID NUMBER: 4720**

**BID TITLE: Pest Control**

**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** Statutory limits  
**Employers Liability** 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 Drivers 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. **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

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

\_\_\_\_\_  
Bid Representative Name (Please Print)

\_\_\_\_\_  
Date



## 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 women 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 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 COMMISION EXPIRES: \_\_\_\_\_

**Q CERTIFYING AGENCIES**

- 1. Governor's Office of Diversity Business Enterprise (GODBE)**  
Sheila Simpson, Program Director  
27<sup>th</sup> Floor, William R. Snodgrass TN Tower  
312 8<sup>th</sup> Avenue North, Nashville, TN 37243  
[Sheila.i.simpson@state.tn.us](mailto:Sheila.i.simpson@state.tn.us)  
615-253-4657
- 2. Office of Minority and Women Business Assistance**  
Michelle Lane, Director Office of Minority and Women Business Assistance  
[Michelle.Lane@nashville.gov](mailto:Michelle.Lane@nashville.gov)  
John Irvin, Minority-Small Business Liaison  
[John.Irvin@nashville.gov](mailto:John.Irvin@nashville.gov)  
Metropolitan Government of Nashville and Davidson County  
<https://smartrac.nashville.gov>  
222 Third Avenue North, Suite 650  
Nashville, TN 37201  
615-880-2814
- 3. U. S. Small Business Administration**  
Kena Dixon. Business Development Specialist  
50 Vantage Way, Suite 201, Nashville, TN 37228  
[Kena.dixon@sba.gov](mailto:Kena.dixon@sba.gov)  
615-736-7426
- 4. Tennessee Department of Transportation**  
Small Business Development  
Deborah Luter, Director  
[deborah.luter@state.tn.us](mailto:deborah.luter@state.tn.us)  
Ross Webb  
505 Deaderick Street, Suite 400  
Nashville, TN 37243  
651-741-3681
- 5. Tennessee Minority Supplier Development Council (TMSDC)**  
Cheri Henderson, Executive Director  
220 Athens Way, Suite 105, Plaza 1, Nashville, TN 37228  
[info@tmsdc.net](mailto:info@tmsdc.net)  
615-259-4699