Anderson County Government

Request for Bids

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

purchasing@andersontn.org http://andersontn.org/purchasing

Bid No.: 2028

Date Issued: May 22, 2020

Bids will be received until 2:30 p.m. Eastern Time on June 9, 2020

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

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

Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION

Bid for the lease of County property. Vendors are to submit one original and one copy. The bid # must be on the outside of the envelope.

Questions are to be emailed to purchasing@andersontn.org.

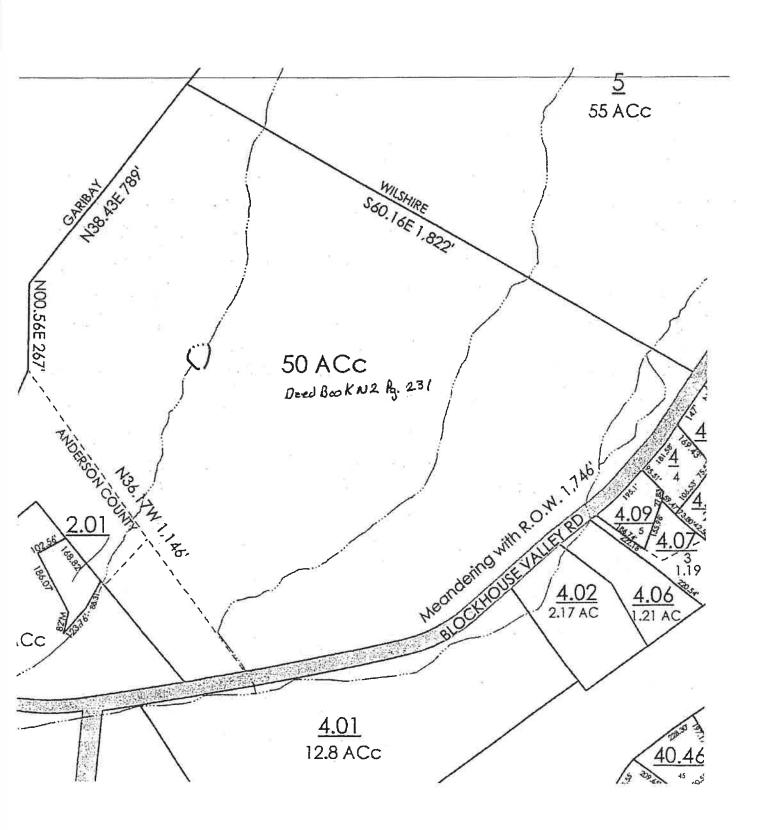
Bid #2028

Blockhouse Valley Farm Lease

Anderson County seeks bids for the lease of 50 acres of County owned property	У
located at Blockhouse Valley Road, Clinton, TN 37716, Map 095, Parcel 1.00 as	
shown in Exhibit 1	

The County anticipates issuing a one-year lease with four one-year renewal terms. A sample Lease Contract is attached as Exhibit 2.

vendor Name:	
Vendor Signature:	
Proposed Vearly Lease Pater	



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LEASE AGREEMENT Blockhouse Valley Farm

This	Lease	Agree	ement	is	made	by	and	betwe	een	the	Parties	of	Anderson	County
Government	(Lesso	or), a	politi	cal	subdi	visio	on o	f the	Sta	te c	f Tenn	esse	e and	
(Lessee).														

WITNESSETH

Section 1. LEASE AGREEMENT:

Lessor hereby leases to Lessee and Lessee accepts lease of the following described premises:

SITUATED within the Civil District No. 1 of Anderson County, Tennessee, adjacent to Blockhouse Valley Road just east of Old Emory Road on the former Blockhouse Valley Landfill site (A/K/A County Poor Farm) and more particularly described as follows:

BEGINNING at a point on Blockhouse Valley Road adjacent to the Southwest corner of the Wilshire property and proceeding S60.16E for 1822 feet; then proceeding N38.43E for 789 feet with the Garibay Property; thence N00.56E for 267 feet with the Garibay Property; thence N36.17W for 1,146 feet with the Anderson County Property line; then proceeding 1,746 feet meandering with the Blockhouse Valley Road Right-of-Way to the POINT OF BEGINNING. (See Exhibit 1)

BEING a portion of the property conveyed to Anderson County in Deed Book N2, Page 231 of the official land records of the Anderson County Register of Deeds the same property identified by Tax Map 095, Parcel 1.00 in the Office of the Anderson County Property Assessor and consisting of approximately 50 acres +/- and no more.

(The above land description is provided without benefit of a survey and the preparer makes no warranty as to the accuracy of such land description other than it has been accurately transcribed from information provided by the Anderson County Assessor of Property.)

Section 2. CONSIDERATION:

This agreement is made upon consideration of a yearly lease payment in the amount of _____ for a one-year rental period. This agreement has four one-year renewal options.

Section 3. PAYMENT TERMS

Lessee shall pay an annual installment of _____ upon Contract Execution and upon each renewal year as applicable. Late fees accrue after ten days past due at the rate of ten percent (10%) of the payment due compounded daily. Payments shall be delivered to the Anderson County Finance Department, 100 North Main Street, Room 210, Clinton, TN 37716. All checks must contain the notation "Blockhouse Valley Lease."

Section 4. COMPETITIVE BID AWARD

This lease is subject to the term s and conditions set forth in competitive bid #2028.

Section 5. INDEMNITY:

The Lessee agrees to defend and hold harmless the Lessor from and against any and all claims of or damage to property, or injury to or death of person or persons resulting from or arising out of use of the leased property by the Lessee or any activities conducted by the Lessee on subject property, where such injury, damage, or death occur as a proximate cause of the negligence of either Lessee or Lessor. Lessee agrees to provide adequate insurance coverage on premises sufficient to cover any and all claims arising from injuries, illness or death on premise.

Section 6. NOTICE OF POTENTIAL ENVIRONMENTAL HAZARDS

Lessee fully understands and acknowledges that subject property may contain environmental contaminates from the old Blockhouse Valley Landfill site and the former American Nuclear site. Surface and sub-surface water and ground testing has demonstrated elevated levels of contaminates in years past. Lessor strongly discourages animal and human ingestion of surface and sub-surface water and plant life.

Section 7. NO HUNTING PERMITTED

Lessee fully acknowledges that no hunting will be permitted on the property without prior authorization from the Anderson County Board of Commissioners. The intent of this lease is to provide pastureland only to the Lessee.

Section 8. DEFAULT:

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including the reasonable attorney's fees and the costs associated with the default.

Section 9. NO ORAL MODIFICATION:

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

Section 11. CANCELLATION:

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on thirty (90) days written notice to the other in the event the breach, default or failure is not cured during that time. Lessor may cancel Agreement at will with sixty (60) days written notice to Lessee.

Section 12. WAIVER:

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 13. ENTIRE AGREEMENT:

This Agreement and attached exhibits sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Section 14. SEVERABILITY:

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 15. EXHIBITS:

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16. MULTIPLE COUNTERPARTS; EFFECTIVENESS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Section 17. JURISDICTION:

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

Section 19. CHOICE OF LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20. NOTICE

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties and attorneys. Written Notices should be sent to the following addresses:

Lessor: Robert J. Holbrook Interim Finance Director 100 North Main Street, Room 214 Clinton, TN 37716

Lessee:							
	-	-	-	_	-	_	_

Section 21. TITLES AND SUBTITLES

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 22. ASSIGNMENT

This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 23. FURTHER DOCUMENTATION

The parties agree for themselves and their successors and assigns to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 24. MOWING; FENCE LINE MAINTENANCE

Lessee agrees to bush hog property each year and maintain fence lines in a clean condition and good repair.

Section 25. RELEASE AND HOLD HARMLESS

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise from the lawsuits or circumstances referenced herein. The only claim that shall survive this Agreement is compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have accepted the terms and executed this Agreement.

ACCEPTANCE BY LESSEE:	
(Vendor)	4
ACCEPTANCE BY LESSOR (ANDERSON COUNTY):	

Robert J. Holbrook, Interim Finance Director

Attachment 1 BID NUMBER: 2028 – Blockhouse Valley Farm Lease

SECTION 2 - VENDOR INFORMATION
Vendor Name
Vendor Address
City
State Zip
Telephone Number
Contact Person (Please Print)
E-Mail Address
Taxpayer Identification Number, Social Security or Employer Identification Number:
State of Tennessee Business License Number: License #
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 this form affirms that the original Invitation for Bid document has not been altered in any way.
Authorizing Signature:
(Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection
 with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs
 the affidavit should examine it carefully before signing and assure himself or herself that such statement is
 true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with
 the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

STATE OF
I state that I am (Title) of (Name of My Firm) and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid. I STATE THAT: The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder. Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount
 and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid. I STATE THAT: The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder. Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount
 The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder. Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount
 No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. (Name of My Firm)
I state that (Name of My Firm) understands and acknowledges that the above representation are material and important and will be relied on by <u>Anderson County</u> in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from <u>Anderson County</u> of the true facts relating to submission of bids for this contract.
Representative's Signature Title
Sworn to and subscribed before me this day of
My commission expires: Notary Public

Attachment 3



DIVERSITY BUSINESS INFORMATION

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:

- o 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
- o 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 ______% ☐ Hispanic ___ % 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 ______ _____,20____, BEFORE ME,_____ , 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:_____

Attachment 4 Insurance Requirement Acknowledgment

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 <u>must</u> 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. **Workers Compensation** Statutory limits 100,000/100,000/500,000 **Employers Liability** \$500,000 per occurrence 2. \boxtimes **Commercial General Liability** \$1,000,000 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. П **Business Auto** 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. **Authorized Signature Vendor Name Bid Representative Name (Please Print)** Date