

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.: 2029

Date Issued: May 1, 2020

**Bids will be received until
2:30 p.m. Eastern Time on May 21, 2020**

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 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 Metal Culverts for the Highway Department. Bidders are to submit one original bid and one copy in a sealed envelope. The bid # must be on the outside of the envelope.
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Questions are to be emailed to purchasing@andersontn.org .

Bid #2029 Metal Culverts

Anderson County is seeking bids for Culverts for the Highway Department. The County reserves the right to award to multiple vendors. The County anticipates issuing a one-year contract with two, one-year renewal options. Prices must include shipping and delivery. Bidder MUST provide tax rate for general public. General Public will be responsible for making payment directly to the successful bidder. Culvert will be purchased in 20 foot increments.

Metal Culvert Pricing on 16 Gauge Culvert for Public Use		
Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48 " 16 gauge		
60" 16 gauge		
Culvert Round Band on 16 Gauge for Public Use		
Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48" 16 gauge		
60" 16 gauge		
Culvert Flat Band on 16 Gauge for Public Use		
Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		

VENDOR NAME: _____

18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48" 16 gauge		
60" 16 gauge		

Metal Culvert Pricing on 14 Gauge Culvert for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

Culvert Round Band on 14 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

Culvert Flat Band on 14 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		

VENDOR NAME: _____

24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

Metal Culvert Pricing on 16 Gauge Culvert for ACHD Use

Size	Price per foot no tax	
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48 " 16 gauge		
60" 16 gauge		

Culvert Round Band on 16 Gauge for ACHD Use

Size	Price per foot no tax	
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48" 16 gauge		
60" 16 gauge		

Culvert Flat Band on 16 Gauge for ACHD Use

Size	Price per foot band no tax	
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
24" 16 gauge		

VENDOR NAME: _____

30" 16 gauge		
36" 16 gauge		
48" 16 gauge		
60" 16 gauge		

Metal Culvert Pricing on 14 Gauge Culvert for ACHD Use

Size	Price per foot no tax	
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48 " 14 gauge		
60" 14 gauge		

Culvert Round Band on 14 Gauge for ACHD Use

Size	Price per foot no tax	
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

Culvert Flat Band on 14 Gauge for ACHD Use

Size	Price per foot no tax	
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		

VENDOR NAME: _____

36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

Culvert Pricing on Aluminized 16 Gauge Culvert for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48 " 16 gauge		
60" 16 gauge		

Culvert Round Band on Aluminized 16 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48" 16 gauge		
60" 16 gauge		

Culvert Flat Band on Aluminized 16 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		

VENDOR NAME: _____

30" 16 gauge		
36" 16 gauge		
48" 16 gauge		
60" 16 gauge		

Culvert Pricing on Arched 16 Gauge Culvert for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48 " 16 gauge		
60" 16 gauge		

Culvert Round Band on Arched 16 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		
36" 16 gauge		
48" 16 gauge		
60" 16 gauge		

Culvert Flat Band on Arched 16 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 16 gauge		
15" 16 gauge		
18" 16 gauge		
24" 16 gauge		
30" 16 gauge		

VENDOR NAME: _____

36" 16 gauge		
48" 16 gauge		
60" 16 gauge		

Culvert Pricing on Aluminized 14 Gauge Culvert for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48 " 14 gauge		
60" 14 gauge		

Culvert Round Band on Aluminized 14 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

Culvert Flat Band on Aluminized 14 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		

VENDOR NAME: _____

48" 14 gauge		
60" 14 gauge		

Culvert Pricing on Arched 14 Gauge Culvert for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48 " 14 gauge		
60" 14 gauge		

Round Band on Arched 14 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

Culvert Flat Band on Arched 14 Gauge for Public Use

Size	Price per foot no tax	Price per foot with tax
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		

VENDOR NAME: _____

60" 14 gauge

Metal Culvert Pricing on Aluminized 16 Gauge Culvert for ACHD Use

Size	Price per foot no tax
12" 16 gauge	
15" 16 gauge	
18" 16 gauge	
24" 16 gauge	
30" 16 gauge	
36" 16 gauge	
48 " 16 gauge	
60" 16 gauge	

Culvert Round Band on Aluminized 16 Gauge for ACHD Use

Size	Price per foot no tax
12" 16 gauge	
15" 16 gauge	
18" 16 gauge	
24" 16 gauge	
30" 16 gauge	
36" 16 gauge	
48" 16 gauge	
60" 16 gauge	

Culvert Flat Band on Aluminized 16 Gauge for ACHD Use

Size	Price per foot no tax
12" 16 gauge	
15" 16 gauge	
18" 16 gauge	
24" 16 gauge	
30" 16 gauge	
36" 16 gauge	
48" 16 gauge	
60" 16 gauge	

VENDOR NAME: _____

Metal Culvert Pricing on Arched 16 Gauge Culvert for ACHD Use

Size	Price per foot no tax
12" 16 gauge	
15" 16 gauge	
18" 16 gauge	
24" 16 gauge	
30" 16 gauge	
36" 16 gauge	
48 " 16 gauge	
60" 16 gauge	

Culvert Round Band on Arched 16 Gauge for ACHD Use

Size	Price per foot no tax
12" 16 gauge	
15" 16 gauge	
18" 16 gauge	
24" 16 gauge	
30" 16 gauge	
36" 16 gauge	
48" 16 gauge	
60" 16 gauge	

Culvert Flat Band on Arched 16 Gauge for ACHD Use

Size	Price per foot no tax
12" 16 gauge	
15" 16 gauge	
18" 16 gauge	
24" 16 gauge	
30" 16 gauge	
36" 16 gauge	
48" 16 gauge	
60" 16 gauge	

Metal Culvert Pricing on Aluminized 14 Gauge Culvert for ACHD Use

VENDOR NAME: _____

Size	Price per foot no tax
12" 14 gauge	
15" 14 gauge	
18" 14 gauge	
24" 14 gauge	
30" 14 gauge	
36" 14 gauge	
48 " 14 gauge	
60" 14 gauge	

Culvert Round Band on Aluminized 14 Gauge for ACHD Use	
Size	Price per foot no tax
12" 14 gauge	
15" 14 gauge	
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24" 14 gauge	
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36" 14 gauge	
48" 14 gauge	
60" 14 gauge	

Culvert Flat Band on Aluminized 14 Gauge for ACHD Use	
Size	Price per foot no tax
12" 14 gauge	
15" 14 gauge	
18" 14 gauge	
24" 14 gauge	
30" 14 gauge	
36" 14 gauge	
48" 14 gauge	
60" 14 gauge	

Metal Culvert Pricing on Arched 14 Gauge Culvert for ACHD Use

Price per foot no tax

VENDOR NAME: _____

12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48 " 14 gauge		
60" 14 gauge		
Culvert Round Band on Arched 14 Gauge for ACHD Use		
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24" 14 gauge		
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36" 14 gauge		
48" 14 gauge		
60" 14 gauge		
Culvert Flat Band on Arched 14 Gauge for ACHD Use		
Size	Price per foot no tax	
12" 14 gauge		
15" 14 gauge		
18" 14 gauge		
24" 14 gauge		
30" 14 gauge		
36" 14 gauge		
48" 14 gauge		
60" 14 gauge		

VENDOR NAME: _____

Attachment 1
BID NUMBER: 2029 – Metal Culverts

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

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.

Non-Collusion Affidavit

STATE OF _____

COUNTY 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 of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 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) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) _____ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County 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 Anderson County 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 _____, _____.

Notary Public

My commission expires: _____



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);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o 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 ____%
- 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 COMMISSION 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 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. | <input checked="" type="checkbox"/> | Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> | Commercial General Liability | \$500,000 per occurrence
\$1,000,000 aggregate |
| | <input checked="" type="checkbox"/> | Occurrence Form Only | |
| | <input checked="" type="checkbox"/> | Include Premises Liability | |
| | <input checked="" type="checkbox"/> | Include Contractual | |
| | <input checked="" type="checkbox"/> | Include XCU | |
| | <input checked="" type="checkbox"/> | Include Products and Completed Operations | |
| | <input checked="" type="checkbox"/> | Include Personal Injury | |
| | <input checked="" type="checkbox"/> | Include Independent Contractors | |
| | <input checked="" type="checkbox"/> | Include Vendors Liability | |
| | <input checked="" type="checkbox"/> | Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> | Business Auto | |
| | <input type="checkbox"/> | Include Garage Liability | |
| | <input type="checkbox"/> | Include Garage Keepers Liability | |
| | <input type="checkbox"/> | Copy of Valid Driver's License | |
| | <input type="checkbox"/> | Copy of Current Motor Vehicle Record | |
| | <input type="checkbox"/> | Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> | Crime Coverages | |
| | <input type="checkbox"/> | Employee Dishonesty | |
| | <input type="checkbox"/> | Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> | Property Coverages | |
| | <input type="checkbox"/> | Builders Risk | |
| | <input type="checkbox"/> | Inland Marine | |
| | <input type="checkbox"/> | Transportation | |
| 6. | <input type="checkbox"/> | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> 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

Attachment 5 – Sample Contract for Goods

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide XXXXX for the County Per XXXXXXX.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: XXXXXX. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY **with renewal option of XXXXXXX.**

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

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

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 the parties.

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.

Entire Agreement. This Agreement 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.

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

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The 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.

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.

Attachment 5 – Sample Contract for Goods

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 by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in 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.

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

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to 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 Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. 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 County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Attachment 5 – Sample Contract for Goods

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

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.

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.

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.

City, State Zip

Contractor/Supplier:

Anderson County Government
Administrative Approval:

Signature Date

Robert J. Holbrook, Interim Finance Director Date

Printed Name

Anderson County Department Head
Approval:

Title

Date

Name of Company

Approved as to Form

Address

Law Director Date
