

# Anderson County Government

## REQUEST FOR PROPOSAL (Formal)

Tony Foreman, Purchasing Agent  
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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**RFP No.: 4704**

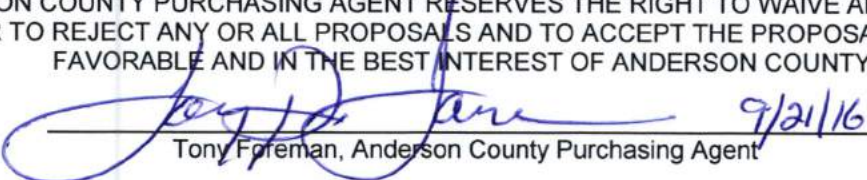
**Date Issued: September 20, 2016**

**Bids will be received until  
2:30 p.m. Eastern Time on October 20, 2016**

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Sealed RFPs are subject to the General Terms and Conditions of this RFP, and any other data attached or incorporated by reference. RFPs 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.

  
Tony Foreman, Anderson County Purchasing Agent

### BID DESCRIPTION

**Banking Services** – Anderson County Trustee, Anderson County, TN

Mandatory Pre-bid Meeting – Thursday, October 6, 2016 @ 2:00 p.m.  
Meet in Meeting Room 118A, 100 North Main Street, Clinton, TN 37716

It is Anderson County's intent to award a four (4) year contract with an option to renew annually for two (2) additional years.

**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.

Banking Services  
Anderson County Trustee  
RFP # 4704

A. Introduction

The Anderson County Trustee is seeking proposals from banks operating in Anderson County that are interested in providing banking services. The purpose of this Request for Proposal is to identify the bank that provides the highest quality service at the lowest cost to the Trustee's Office. Banking services requested by the Anderson County Trustee's Office include a checking account, sweep account and the option of the employee payroll account. Summaries of the activities of these accounts are included.

Anderson County intends to award a four (4) year contract, with the option to renew annually for two additional years. Either party may terminate the contract with 90 days written notification.

Funds are deposited daily into the Trustee's money market account. Funds are transferred from this account by the Trustee into the checking account or clearing account to cover checks presented each morning to the Trustee. The funds in the Trustee's checking account should be interest bearing or be moved daily to an interest bearing sweep account.

B. Bid Proposals

Bids must be sealed in an envelope or carton and clearly marked on the outside "RFP 4704 Banking Services".

1. Proposals are due by 2:30 p.m. on October 20, 2016.
2. Proposals MUST be signed and returned, with copies completed as instructed.
3. The time of receipt shall be determined by the bid clock in the Purchasing Department. Late responses will not be accepted.
4. Any questions concerning this RFP should be directed to Tony Foreman, Anderson County Purchasing Agent, in writing to [purchasing@andersontn.org](mailto:purchasing@andersontn.org).
5. Each Proposal shall remain valid for a period of sixty (60) calendar days from the bid opening date.
6. The envelope or carton must be mailed to:

**Anderson County Courthouse  
Purchasing Department  
100 North Main Street, Suite 214  
Clinton, TN 37716**

7. Each proposer shall submit an original proposal, and six (6) exact copies, including brochures, of their bid.

### C. Evaluation Criteria

An Evaluation Committee consisting of five (5) members will independently review and evaluate each bid proposal. Anderson County will award bid based on the following criteria:

Evaluation Criteria	
Fee structure	50%
Branch Location(s) within Anderson County	30%
Demonstrated ability to provide adequate technology to meet the demands of the Trustee's Office	15%
Interest rate of funds	5%

### D. Qualifications Requested of Bidders

1. All banks submitting a proposal must maintain a full service banking facility located within Anderson County. Please include with your proposal the address of your Anderson County location(s) and hours of operation for each. Hours of operation and branch locations will be considered in the award of this contract.
2. The successful bank will provide adequate means for the Trustee's Office to make daily deposits and transactions of routine business either by convenient location or courier service.
3. The successful bank is required to adhere to the laws regarding "Public Funds" in T.C.A. § 5-8-301.
4. The successful bank must designate a contact person, who is easily accessible, that has decision making authority for the Trustee's accounts.
5. The Trustee must have immediate access to all deposits.
6. The successful bank must provide the Trustee with an interest bearing account or other suitable accounts with favorable interest rates for depository of temporary idle funds.
7. The bank shall provide authorized Trustee personnel access to monitor and manage accounts online; including initiating wire transfers, transferring funds between accounts, initiation of stop payment orders, etc.
8. The successful bank must be a member of the State of Tennessee Bank Collateral Pool.

### E. Specifications for Handling Trustee/County Funds

1. Deposits of funds will be made as needed, by multiple departments of the County as often as required.

2. Anderson County, at its sole discretion, will continue to invest funds by proposal or with the Local Government Investment Pool.
3. The bank shall provide to the Trustee virtual images of the checks related to the checking account.
4. The bank shall complete all wire transfers at the direction and in the manner as directed by the Anderson County Trustee.
5. The bank shall furnish the Trustee with deposit slips for all depositing entities, at no cost.
6. The bank shall provide authorized Trustee personnel the ability to make transfers from accounts by email, fax, telephone and online management system as determined by the Trustee.
7. The successful bank must designate a Customer Service Representative with decision making authority assigned to the Trustee's accounts.
8. As a basis for determining collected balances which earn interest, all Trustee's deposits will receive same day credit if deposited before 5:00 p.m. If your bank's deposit time for same day credit is different, please clearly state the deposit times in your proposal.
9. Detailed monthly statements on paper and/or CD on each of the Trustee accounts showing all transactions (CD of checks accepted, front and back) are required. Images of all deposits will also be accessible via internet banking and/or CD.
10. If you have suggestions on improving systems or services, *please* include them in your proposal.
11. The interest rate the bank will pay on the total collected balances of all of the public funds accounts will be updated on the first day of each month and will be based on the three month Treasury Yield (secondary market) published by the end of the first day of each month in the Wall Street Journal Online. This information must be included in your proposal.

Our bank will pay interest on all the Trustee public fund accounts at:

Three (3) month Treasury Yield:

Plus \_\_\_\_\_ Basis Points      OR      Minus \_\_\_\_\_ Basis Points

12. Recent account activity for the public funds accounts and the payroll account is outlined below. Past account activity may or may not be an accurate prediction of future average balances and account activity.

MONTH	YEAR	DEPOSITS	CHECKS PAID
JULY	2015	142	984
AUGUST	2015	173	1063
SEPTEMBER	2015	159	1059
OCTOBER	2015	182	970
NOVEMBER	2015	210	1142
DECEMBER	2015	244	1088
JANUARY	2016	180	874
FEBRUARY	2016	235	1096
MARCH	2016	242	1428
APRIL	2016	203	1133
MAY	2016	179	1122
JUNE	2016	163	1200

13. Please provide a detailed breakdown of the proposed monthly cost to Anderson County.

14. The Trustee's office sends out payroll 10 times per month with a total of 3,050 Automated Clearing Houses and 30 checks. During high volume months we have approximately 11,500 items deposited.

15. Funds held in account up to:

- Q1 (July – Sept) \$5 million
- Q2 (Oct – Dec) \$6 million
- Q3 (Jan – Mar) \$5.5 million
- Q4 (Apr – June) \$5 million

\*This includes \$4 million held on deposit @ 0% for earnings credit.

F. Fee Structure (This information must be included in your proposal).

<b>PLEASE LIST YOUR CHARGES FOR THE FOLLOWING SERVICES:</b>	
Account Maintenance	\$
Items Deposited	\$
Items Paid	\$
Wires - In	\$
Wires - Out	\$
Electronic Transfers	\$
Internet Banking	\$
Direct Deposits	\$
Stop Payments	\$
Night Deposits	\$
Returned Check Fee	\$
Are Returned Check Fees charged twice - Yes or No	\$
Deposit Bags (Disposable)	\$
Make Change	\$
Other Charges Not Listed	\$



## G. Additional Questions

**\*THIS INFORMATION MUST BE INCLUDED IN YOUR PROPOSAL\***

1. What is the process for managing returned checks?
2. Please explain your banks security in dealing with funds and transfers. Generally speaking, the Trustee's office deals with electronic transfers as opposed to paper based transfers. Electronic transfers used by our office include Automated Clearing House to and from other accounts, internal transfers between our accounts and wire transfers.

## H. Proposals

Anderson County Government will **NOT** accept responses transmitted via facsimile machine or email. Complete proposal responses must be received prior to the time and dates listed to be considered responsive. Anderson County Government will not accept late responses and will not return late responses to the sender. Proposals must be legible.

## I. Contracts

The contract period will begin approximately January 1, 2017, or immediately following Anderson County's approval of the final contractual agreement. The contract period will continue through June 30, 2021. The contract may be extended for up to two (2) additional one (1) year terms if mutually agreeable to both parties. Confirmation of such agreement must be verified in writing before June 30 of each calendar year prior to the year in which the agreement is to be extended. Any additional terms will commence on July 1. The agreement may be terminated by either party (without cause) upon 90 day written notice to the vendor.

## J. Oral Presentation

After initial review of proposals, the evaluation committee may find it necessary to invite any or all proposers to make oral presentations. These presentations will be held in the Anderson County Courthouse, and will be limited to 30 minutes. The date and location of the presentations will be communicated to the proposers at a later date.

**RFP NUMBER: 4704**

**RFP TITLE: Banking Services**

**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: [purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
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 six (6) exact copies of their bids, including brochures; unless additional copies are requested in bid specifications.

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

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

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

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

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

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

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

**1.26 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at [www.vendorregistry.com](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:** TCA §12-4-113 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.

**RFP NUMBER: 4704**

**RFP TITLE: Banking Services**

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

**SECTION 2 REQUEST FOR PROPOSAL INFORMATION**

- 2.1 I acknowledge the receipt of:  
(Please write "Yes" if you received)
- Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_
- 2.2 Payment terms \_\_\_\_\_.
- 2.3 Proposal pricing will remain stable \_\_\_\_\_ days  
from bid opening.

The undersigned agrees if this Request for Proposal is accepted, to furnish any and all of the license information listed below at the request of Anderson County, if required by law. Please indicate if your company has the following.

Anderson County Business License \_\_\_\_\_  
(Yes or No)

Business License in State of Tennessee \_\_\_\_\_  
(Yes or No)

If yes, which county?  
\_\_\_\_\_

**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:  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

**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



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 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