

# 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@andersontn.org](mailto:purchasing@andersontn.org)  
(865) 457-6252 Fax

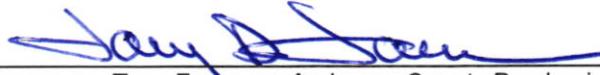
**Bid No.: 4724**

**Date Issued: February 23, 2017**

**Bids will be received until  
11:30 a.m. Eastern Time March 9, 2017**

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.

 2-23-17  
Tony Foreman, Anderson County Purchasing Agent

### Services or Supplies

**Food Service-Disposables/Dry/Canned Goods**-Anderson County Detention Facility, 308 Public Safety Lane, Clinton, TN

**For the period of July 1, 2017 through June 30, 2018**

**All items must be same as or equivalent to**

Sales representative expected to come to the Detention Facility each week to service the account. This is to include, but not limited to, taking orders, bringing in samples of new products, sales flyers, rebate coupons and menu ideas. We require at least two (2) deliveries per week; additional deliveries may be required as population grows. Exact quantities are unknown at this time; quantities may vary.

**It is our intent to request a three (3) year contract with renewal option.**

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 increase.

**All vendors must submit 1 original and 1 full copy, including brochures, of their bid.**

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

**Bid #4724 Disposables/Dry/Canned Goods**  
**Specifications**

<u>Description</u>	<u>Quantity</u>	<u>Size</u>	<u>Brand</u>	<u>Price</u>
3 compartment trays		200 ct		
9" plate	4	125 ct		
6" plate	4	25 ct		
4 oz. Bowl	8	125 ct		
12 oz. Bowl	8	125 ct		
8 oz. Lid		1000		
12 oz. Lid		1000		
8 oz. Cup		1000		
12 oz. Cup		1000		
Plastic spoons		1000		
Plastic forks		1000		
Plastic sporks		1000		
Hair nets	1	144 ct		
Food service gloves: Size Large	10	100 ct		
Food service gloves: Size Medium	10	100 ct		
Plastic Wrap		18x2000 roll		
Foil Wrap		18x500 roll		
Sliced Apples	6	10#		
Apple pie filling	6	10#		
Applesauce	6	10#		
Fruit Cocktail	6	10#		
Peaches	6	10#		
Cherry pie filling	6	10#		

VENDOR NAME: \_\_\_\_\_

**Bid #4724 Disposables/Dry/Canned Goods**  
**Specifications**

<u>Description</u>	<u>Quantity</u>	<u>Size</u>	<u>Brand</u>	<u>Price</u>
Blueberry pie filling	6	10#		
Blackberry pie filling	6	10#		
Pineapple rings	6	10#		
Tropical fruit mix	6	10#		
Pear halves	6	10#		
Apricot halves	6	10#		
Carrots, whole baby	6	10#		
Carrots, sliced	6	10#		
Mixed Greens	6	10#		
Corn, whole kernel	6	10#		
Corn, cream style	6	10#		
Mixed Vegetables	6	10#		
Pork 'N Beans	6	10#		
Chili Beans	6	10#		
Dark Red Kidney Beans	6	10#		
Black Beans	6	10#		
Green Beans	6	10#		
Green Beans, Italian cut	6	10#		
Green Peas	6	10#		
Potatoes, whole	6	10#		
Potatoes, instant	6	5.5#		
Sweet potatoes	6	10#		
Sauerkraut	6	10#		
Spaghetti Sauce	6	10#		

VENDOR NAME: \_\_\_\_\_

**Bid #4724 Disposables/Dry/Canned Goods****Specifications**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Size</u></b>	<b><u>Brand</u></b>	<b><u>Price</u></b>
Marinara Sauce	6	10#	Marinara Sauce	6
Diced Tomatoes	6	10#	Diced Tomatoes	6
Tomato Sauce	6	10#		
Lima Beans	6	10#		
Garbanzo Beans	6	10#		
Pinto Beans	6	10#		
Black-eyed Peas	6	10#		
Mandarin oranges	6	10#		
Hot dog chili	6	10#		
Vegetable Soup	12	5#		
Cream of Mushroom soup	12	5#		
Cream of Chicken soup	12	5#		
Cream of Celery soup	12	5#		
Tomato soup	12	5#		
Chicken Noodle soup	12	5#		
Fry oil		35#		
Shortening		50#		
Extra Virgin Olive Oil		1 gal		
Coffee		72 packs		
Coffee filters		1000		
Tea bags	96	1 oz.		
Kool aid	12	24 oz.		
Flour		25#		
Sugar		50#		
Sugar		25#		

VENDOR NAME: \_\_\_\_\_

**Disposables/Dry/Canned Goods**  
**Specifications**

<u>Description</u>	<u>Quantity</u>	<u>Size</u>	<u>Brand</u>	<u>Price</u>
Powdered Sugar		50#		
Brown Sugar		1#		
Corn meal		25#		
Baking Soda		1#		
Baking Powder		1#		
Yeast, powdered		1#		
Vanilla Flavoring		Gallon		
Salt	24	26 oz.		
Seasoned salt		5#		
Pepper		15 oz.		
Chili Powder		15 oz.		
Cajun Seasoning		15 oz.		
Steak Seasoning		15 oz.		
Cinnamon		15 oz.		
Italian herb blend		15 oz.		
Spray release	6	17 oz.		
Peanut Butter	6	5#		
Chocolate cake mix	6	5#		
Yellow cake mix	6	5#		
White cake mix	6	5#		
Rice		Per pound		
Oatmeal	12	42 oz.		
Cream of Wheat	12	28 oz.		
Grits	8	5#		
Corn flakes, Bulk	4	1# 8 oz.		

VENDOR NAME: \_\_\_\_\_

**Disposables/Dry/Canned Goods**  
**Specifications**

<u>Description</u>	<u>Quantity</u>	<u>Size</u>	<u>Brand</u>	<u>Price</u>
Cereal, Individual With sugar (General Mills or Kelloggs)	96	7.5 oz.		
Cereal, Individual Without sugar (General Mills or Kelloggs)	96	7.5 oz.		
Cocoa powder		1#		
Evaporated milk	24	12 oz.		
Ketchup, canned	6	10#		
Mustard, jug	6	10#		
Cheese Sauce, Can	6	10#		
Nacho Cheese Sauce, Can	6	10#		
Mayonnaise, gallon		6		
Sweet Relish, gallon		6		
Dill Relish, gallon				
Grape Jelly, can	6	10#		
Chicken Gravy mix	8	22.6 oz.		
Beef Gravy mix	8	22.6 oz.		
Saltine Crackers		8#		
Graham Crackers		10#		
Elbow Macaroni	3	10#		
Egg noodles	3	10#		
Spiral noodles		10#		
Spaghetti noodles		20#		
Fettuccine Noodles		20#		
BBQ Sauce, gallon		4		
Worshire, gallon		4		

VENDOR NAME: \_\_\_\_\_

**Disposables/Dry/Canned Goods**  
**Specifications**

<u>Description</u>	<u>Quantity</u>	<u>Size</u>	<u>Brand</u>	<u>Price</u>
Soy Sauce, gallon		4		
Maple Syrup, gallon		4		
Tuna, can	6	66.5 oz.		
Pinto Beans, dry		25#		
White Beans, dry		25#		
Mustard, Individual package	500	5 gm		
Ketchup, Individual package	500	7 gm		
Mayonnaise, Individual package	500	12 gm		
Tarter Sauce, Individual package	500	12 gm		
Jelly, Individual package	400	.5 oz.		
Taco Shells	200	4.86#		
Mushrooms, sliced	6	10#		
Salsa, mild, thick & chunky	4	1 gal		
Flour Tortilla 8"	24	1 dz		
Taco Seasoning Packets	6	9 oz		
Chili Seasoning Packets	6	9 oz		
Gravy Mix, peppered white	6	1.5#		
Salad Dressing:				
French	Per case			
Ranch	Per case			
Ranch, individual packet	500			
Italian	Per case			
Honey Dijon	Per case			

VENDOR NAME: \_\_\_\_\_

**Disposables/Dry/Canned Goods**  
**Specifications**

<u>Description</u>	<u>Quantity</u>	<u>Size</u>	<u>Brand</u>	<u>Price</u>
Fat Free Ranch	Per case			
Jelly (reduced calorie) Individual package	400	.5 oz.		
Maple Syrup, Individual package	100	1.5 oz.		
Maple Syrup (reduced calorie), Individual package	100	1.5oz.		
Sausage & Shells	6	10#	Chefmate	
Pizza Sauce	6	10#		
Pudding (vanilla, chocolate, butterscotch, lemon)	6	10#		
Stew vegetables	6	10#		
Lemon juice, gallon				
Vegetarian beans	6	10#		
White vinegar, gallon				
Potato chips (various flavors)	104	1 oz		
Raisins	24	15 oz box		

\_\_\_\_\_  
Bidder (Company Name-Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address City, St, Zip Code

\_\_\_\_\_  
Representative (Print)

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
TN License #

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Fax #

**BID NUMBER: 4724**

**BID TITLE: Food Service-Disposables/Dry/Canned Goods**

**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 one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

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

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

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

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

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

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

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

**1.26 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at [www.vendorregistry.com](http://www.vendorregistry.com). Individual notices are normally not mailed or e-mailed except to the successful vendor.

**1.27 PRICE INCREASE/DELIVERY CHARGES:** Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

**1.28 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

**1.29 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

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

**1.31 APPROPRIATION:** In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**1.32 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

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

**1.34 UNIT PRICE:** Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

**1.35 MODIFICATION OR WITHDRAWAL OF BIDS:** When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

**1.36 PRE-BID CONFERENCES:** Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.

**1.37 ADDENDUM:** Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website [www.andersontn.org/purchasing](http://www.andersontn.org/purchasing) up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

**1.38 PROPOSALS:** All proposals, once received, become property of Anderson County Government and will not be returned.

**1.39 WEATHER AND COURTHOUSE CLOSINGS:** In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**1.40 IRAN DIVESTMENT ACT OF 2014:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

**BID NUMBER: 4724**

**BID TITLE: Food Service-Disposables/Dry/Canned Goods**

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

**SECTION 2 - BID INFORMATION**

- 2.1 I acknowledge the receipt of:  
(Please write "Yes" if you received)
- Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_
- 2.2 Please list and include in your bid packet all warranty information concerning length and coverage below ("Standard Mfg. Warranty" is unacceptable):
- 2.3 \_\_\_\_\_  
Guaranteed days until delivery after receipt of purchase order:
- 2.4 \_\_\_\_\_  
Additional Shipping, Freight or Handling Fees \$ \_\_\_\_\_ Total. **(To be added to bid.)**
- 2.5 If bid varies from the specifications, make full explanation.
- 2.6 Payment terms shall be \_\_\_\_\_% \_\_\_\_\_days. Offers of less than 20 days will not be considered in bid evaluation. Anderson County's normal payment terms of Net 30 will be adopted if no other terms are quoted and accepted.
- 2.7 Bid Pricing will remain stable \_\_\_\_\_ days from bid opening.
- 2.8 Bidding on "all or none" basis \_\_\_\_\_.  
Bidding on "low item" basis \_\_\_\_\_.  
(Please check one)
- 2.9 Will you honor additional purchases at this same price? \_\_\_\_\_Yes \_\_\_\_\_No
- 2.10 Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

Please indicate vendor's approval of the Cooperative Purchasing Agreement. \_\_\_\_\_Yes \_\_\_\_\_No

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

State of Tennessee Contractors' License Number: (See

**SECTION 3 - VENDOR INFORMATION**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Contact Person *(Please Print)* \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Taxpayer Identification Number, Social Security or Employer Identification Number:  
\_\_\_\_\_

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

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

**Authorizing Signature:**

**(Please sign original in blue ink)**

*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: 4724**  
**BID TITLE: Food Service-Disposables/Dry/Canned Goods**

<b>SECTION 4 - INSURANCE REQUIREMENT CHECKLIST</b>
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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"/> | <b>Workers Compensation<br/>Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000         |
| 2. | <input checked="" type="checkbox"/> | <b>Commercial General Liability</b>   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
|    |                                     | <input checked="" type="checkbox"/> Occurrence Form Only<br><input checked="" type="checkbox"/> Include Premises Liability<br><input checked="" type="checkbox"/> Include Contractual<br><input checked="" type="checkbox"/> Include XCU<br><input checked="" type="checkbox"/> Include Products and Completed Operations<br><input checked="" type="checkbox"/> Include Personal Injury<br><input checked="" type="checkbox"/> Include Independent Contractors<br><input type="checkbox"/> Include Vendors Liability<br><input type="checkbox"/> Include Professional or E&O Liability |   |
| 3. | <input type="checkbox"/>            | <b>Business Auto</b>  | \$1,000,000   |
|    |                                     | <input type="checkbox"/> Include Garage Liability<br><input type="checkbox"/> Include Garage Keepers Liability<br><input type="checkbox"/> Copy of Valid Driver's License<br><input type="checkbox"/> Copy of Current Motor Vehicle Record<br><input type="checkbox"/> Copy of Current Auto Liability Declarations Page   | \$1,000,000   |
| 4. | <input type="checkbox"/>            | <b>Crime Coverages</b>  |   |
|    |                                     | <input type="checkbox"/> Employee Dishonesty<br><input type="checkbox"/> Employee Dishonesty Bond   |   |
| 5. | <input type="checkbox"/>            | <b>Property Coverages</b>   |   |
|    |                                     | <input type="checkbox"/> Builders Risk<br><input type="checkbox"/> Inland Marine<br><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 <b><u>MUST</u></b> 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.

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Vendor Name

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Authorized Signature

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Bid Representative Name (Please Print)

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Date