

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
September 11, 2023
4:30 p.m.
Room 312 of the Courthouse**

Members Present: Tim Isbel (Committee Chair), Phil Yager, Tyler Mayes, Denise Palmer and Aaron Wells.

Public Comment Period

Commissioner Mayes made a motion to add the contracts with Lamar, CDBG Grant and TNTP, Inc. as new business items. Commissioner Yager seconded the motion. Motion passed unanimously.

A. Contracts Approved by Law Director

1. **Ellison Sanitary Supply, BOE & EMS Contract #24-0029** – Two-year contract with renewal options for janitorial supplies. Pricing is from competitive bid.
2. **Norvex Supply, BOE & EMS, Contract #24-0030** – Two-year contract with renewal options for janitorial supplies. Pricing is from competitive bid

Commissioner Wells made a motion to approve as a group and forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

B. Contracts Pending Law Director Approval

1. **Ellison Sanitary Supply, BOE, Contract #24-0034** – One-year contract with renewal options for gym floor maintenance. Pricing is from competitive bid.
2. **Pitney Bowes, Health Department, Contract #24-0036** – Four-year postage meter lease for \$63.53/month. Pricing from State Contract. Replaces machine that has a \$63.01/month cost.

Katherine let the Committee know these contracts have received Law Director approval since the agenda was created.

Commissioner Yager made a motion to approve as a group and forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously. Both contracts have been approved by the Law Director

C. Other Business

D. New Business

1. **Lamar Advertising, Tourism Contract #24-0037** – It is to Lamar Advertising for Tourism to rental billboard on I-75. There is an initial artwork cost of \$1,300 then monthly payments of \$1,200. The most recent contract with Lamar was \$957/month at a different location. Although the rental does not begin until February, approval is being requested now to ensure availability of the spot.

Commissioner Yager made a motion to approve and forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously pending Law Director approval.

2. **CDBG Grant Extension** – One year grant extension until October of 2024.

Commissioner Yager made a motion to approve pending the Law Director's approval and forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

3. **TNTP, BOE Contract # 24-0039** – Two-year, 10 month contract for The New Teacher Project which is support services for implementing high-quality instructional materials as established through a State of TN BOE Contract. Contract to start once fully signed

Commissioner Yager made a motion to defer to next month's Purchasing Committee meeting. Commissioner Wells seconded the motion. Motion passed unanimously for deferral.

4. Old Business

Commissioner Mayes requested the surplus of the old drug evidence building to begin. No formal action taken.

Janitorial Supplies Contract

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Ellison Sanitary Supply (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 Janitorial Supplies for the County Per Bid #2402, Exhibit 1.

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 per Bid #2402. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on the date the contract is signed by the County's Finance Director and shall end on **June 30, 2025 with renewal option of three one-year terms if agreed upon by both parties.**

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.

Janitorial Supplies Contract

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.

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@andersoncountyttn.gov

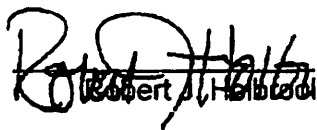
Bid No.: 2402

Date Issued: July 13, 2023

**Bids will be received until
2:30 p.m. Eastern Time on August 2, 2023**

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. Hester

r of Finance

BID DESCRIPTION
<p>Bid for Janitorial Supplies. Vendors are to provide one original and two copies. Bid envelopes must have the Bid # on the cover.</p> <p>Questions are to be emailed to purchasing@andersoncountyttn.gov and kajimeri@andersoncountyttn.gov</p>

Bid #2402 – Janitorial Supplies

Anderson County is seeking bids for janitorial supplies for the Board of Education and EMS Departments. The County anticipates issuing a two-year contract with options to renew for three one-year terms.

Prices are to be FOB destination, dockside delivery within five business days after receipt of an order. The awarded bidder must be able to receive electronic orders and be able to submit electronic invoices.

The price sheet is included as part of this pdf document. It is also posted as an excel document for the vendor's convenience. The County requests that the vendor use the excel document and retain a copy that can be emailed to the County AFTER the bids with a hard copy of the price sheet, are opened.

	Description	Unit Size Requirements	Amount in each Case	Price Per Case	Price Per Unit (Column D divided by E)	Brand Name	Item Number
	Chemicals						
1	AJAX S/E	21 oz.	24	\$ 33.38	0.718993409	Ajax	214278
2	Bathroom Cleaner RTU Acid Free	Quart	12	\$ 28.99	0.41393584	Spartan	NABC
3	Bleach	Gallon	6	\$ 24.50	0.244897959	Prime Source	
4	Bowl Cleaner	Quart	12	\$ 26.65	0.450281426	Spartan	M95
5	Comet, Cleaner with Bleach Spray	Quart	12	\$ 41.73	0.287562904	Spartan	RJ8
6	Degreaser Container, Tough Duty	Quart	12	\$ 29.24	0.410396717	Ellison	Fastball
7	Dishwashing Lould	Gallon	4	\$ 24.61	0.162535555	Empress	PP28139
8	Disinfectant Concentrated	Gallon	4	\$ 36.20	0.110497238	Wepak	
9	Disinf ectant Pine Oil	Gallon	4	\$ 36.26	0.110314396	Wepak	
10	Disinfectant, Hospital Spray	19 oz. Can	12	\$ 33.77	0.355344981	Chase	
11	Dust Mop Treatment Oil 25% wax solid-oil based	Gallon	4	\$ 39.90	0.100250627	Spartan	
12	Floor Finish	Gallon	5	\$ 83.87	0.059616072	Spartan	On & On
13	Floor Sealer	Gallon	5	\$ 75.11	0.066569032	Spartan	On base
14	Floor Stripper	Gallon	5	\$ 63.54	0.078690589	Spartan	Rinse Free
15	Floorr Wax	Gallon	5	\$ 75.88	0.065893516	Spartan	Sheen7
16	Germicidal Spray & Wipe	20 oz. Can	12	\$ 33.77	0.355344981	Chase	
17	Clean by Proxy	Gallon	4	\$ 71.92	0.055617353	Spartan	Clean by peroxy
18	NABC Concentrate	2 Liters	2	\$ 98.64	0.02027575	Spartan Clean and Go	COG NABC
19	HDQC Disinfectna Cleaner Concetrate	2 Liters	2	\$ 46.98	0.042571307	Spartan Clean and Go	COG HDQC
20	Consume Eco-Lyzer	2 Liters	12	\$ 43.97	0.27291335	Spartan Clean and Go	COG Consume
21	G lass Cleaner	Gallon	4	\$ 19.98	0.2002002	Empress	PP28128
22	Glass Cleaner Spray Cans	19 oz. can	12	\$ 29.84	0.402144772	Ellison	
23	Glass and Smooth Surface Cleaner Concentrate	Gallon	4	\$ 19.98	0.2002002	Empress	
24	Laundry Detergent Industrial Size	50 lb. pail	1	\$ 29.98	0.03335557	Empress	
25	Mop/Shine Disinfectant	Gallon	4	\$ 55.72	0.071787509	Ellison Mop/shine	Mop Shine
26	Car Wash Cleaner	5 aallons	5	\$ 62.52	0.079974408	Spartan	
27	Odor Eliminator	Quart	12	\$ 35.90	0.334261838	Spartan	
28	Odor Killer	Gallon	4	\$ 42.63	0.093830636	Spartan	
29	Shower Cleaner	Gallon	4	\$ 48.30	0.082815735	Spartan	
30	Liquid Soap Dispenser w/wall mount	Each			#DIV/0!		
31	Soap, Liquid Hand for Dispensers-33.8 Fluid oz.	Gallon	4	\$ 23.35	0.17130621	Ellison	Pink Lotlon
32	Soap, Foaming for Dispensers	1 liter	6	\$ 49.89	0.120264582	Deb	AU1LO
33	Soray Cleaner, Tough Duty	Quart	12	\$ 29.21	0.410818213	Ellison	FastBall
34	Virex TB Germicidal Cleaner	32 oz.	12	\$ 42.38	0.28315243	Virex/ Spartan	TB Quat
35	Stainless Steel Cleaner	17 oz	12	\$ 34.18	0.351082504	Chase	Stainless Steel
36	Tire Dressing Gal. Container	Gallon			#DIV/0!		
37	Toilet Cleaner	Quart	12	\$ 26.65	0.450281426	Spartan	M95
38	Urinal Screens/Blocks	Box	12	\$ 19.89	0.60331825	Hospesco	1901
39	Air Freshener Spray Cans	Can/16 oz	12	\$ 47.70	0.251572327	Spartan	Airlift
40	Air Fresheners - Time Dispensed Cans	Can	12	\$ 36.61	0.327779295	Chase	Value Scent
41	Air Fresheners Dispenser	Each	1	\$ 24.62	0.040617384	Chase	#2000
	Miscellaneous Items						

42	Buffing Pads - 20"	cs	5	\$	23.46	0.21312873	Prolink	Belge
43	Brooms. Janitorial - Straw	Each	1	\$	7.46	0.134048257	Prolink	Janitor
44	Brush , Auto	Each	1	\$	16.77	0.059630292	Better Brush	10" green
45	Carpet Rubber Mats. 3 x 6" 1/4" thick	Each	1	\$	39.25	0.025477707	Apache	
46	Dust Mop 3 X 24 snap-on	Each	1	\$	7.25	0.137931034	Better Brush	170124
47	Dust Mop 3 X 36 snap-on	Each	1	\$	8.90	0.112359551		170136
48	Dust Mop 3 X 48 snap-on	Each	1	\$	10.57	0.094607379	Carolina	9015
49	Dust Mop 3 X 72 snap-on	Each	1	\$	14.16	0.070621469		9017
50	Dust Mop Handle	Each	1	\$	9.50	0.105263158	Nextstep	96161
51	Blue Shop Towel /Wvoal X80l	Each	160	\$	37.91	4.22052229	KC	41041
52	Gloves, Latex/vinyl	Box of 100	100	\$	2.32	43.10344828	Emerald	All sizes
53	Mop Bucket - with ringer combo 12 quart	Each	1	\$	55.00	0.018181818	Impact	9y
54	Pads , Buffing Black - 20 inch	cs	5	\$	15.65	0.319488818	3m	20 black
55	Pads, Polishing White - 20 inch	cs	5	\$	15.65	0.319488818	3m	20 white
56	Pot Brushes	Each	1	\$	4.98	0.200803213	NextStep	96501
57	Spray Bottles, Generic with Nozzles	Each	1	\$	1.50	0.666666667	Better Brush	
58	Spray Buff	Gallon	4	\$	37.23	0.107440236	Prolink	Spraybuff
59	Stripping Pads - 17"	cs	5	\$	11.86	0.42158516	3m	17 black
60	14" x 20" Maroon Chemical Free Stripping Pads	cs	10	\$	77.62	0.128832775	3m	maroon
61	20" black stripping pad	cs	5	\$	15.65	0.319488818	3m	20 black
62	Tire Dressing Spray Cans	Quart				#DIV/0!		
63	Toilet Scrub Brushes	Each	1	\$	2.09	0.4784689	Next Step	96301
64	Wet Mop Handles. Wood 24 oz. Rayon	Each	1	\$	9.72	0.102880658		6508
65	Wet Mop Handles. Wood 32 oz. Rayon	Each	1	\$	9.72	0.102880658	6508	
66	Mop Handles, Fiberglass	Each	1	\$	11.27	0.088731145	Carolina	7240
67	Wet Mop Refills 24 oz. Rayon	Each	1	\$	7.23	0.138312586	Prolink	W6524
68	Wet Mop Refills 32 oz. Rayon	Each	1	\$	8.90	0.112359551		w6532
69	Household Broom	Each	1	\$	5.22	0.191570881	Prolink	
70	Car Wash Brush Handles	Each	1	\$	4.22	0.236966825	Nextstep	60" metal
71	4 gallon trash can with lid	Each				#DIV/0!		
72	4 gallon trash can without lid	Each	1	\$	8.52	0.117370892	Impact	7702
73	7 gallon trash can	Each				#DIV/0!		
74	10 gallon trash can	Each	1	\$	11.85	0.084388186	Impact	7703
75	13 gallon trash can	Each				#DIV/0!		
76	16 gallon trash can	Each	1	\$	19.18	0.052137643	Impact	7720
Paper & Plastic Items								
77	Cups 8 oz, Styrofoam	Box of 1000	1000	\$	34.80	28.73563218	Dart	818
78	Cups 16 oz, Styrofoam	Box of 1000	1000	\$	70.80	14.12429379	dart	16116
79	Paper Towel-center pull (for dispenser)	Box of 6 rolls	6	\$	23.98	0.250208507	Empress	410823
80	Dis penser Roll Towels 8" x 800'	Each/white	6	\$	49.96	0.120096077	Prolink	RH814
81	Paper Towels. continuous roll	Box of 6 rolls	6	\$	25.16	0.238473768	Marcal	ENRP
82	Paper Towels. White Multifold	Box of 4000	4000	\$	26.96	148.3679525	Marcal	5301
83	Paper Towels, Roll Kitchen Towels	Box of 30 rolls	30	\$	24.58	1.220504475	Resolute	585
Vendors are to add lines for each ply of Trash Can Liners they offer for each size								
84	Trash Can Liners, 55 gal	Box of 100	100	\$	18.28	5.470459519	IBS	WSL3858
85	Trash Can Liners, 44 - 50 gal	Box of 250	250	\$	29.36	8.514986376	IBS	VALH4048
86	Trash Can Liners , Large 38" x 60", #17 mic	Box of 200	200	\$	27.60	7.246376812	IBS	VALH3858
87	Trash Can Liners, Small, 24"x 33"	Box of 1000	1000	\$	23.62	42.33700254	IBS	EC2433
88	Trash Can Liners, White, 31-33 gal	Box of 200	200	\$	15.95	12.53918495	IBS	WSL3340

89	Toilet Tissue - 2 ply	Box of 96 rolls/500	96	\$ 36.95	2.598105548	Resolute	#276
90	Toilet Tissue-Jumbo Rolls 1000	Box of 12 rolls	12	\$ 29.95	0.40066778	Resolute	#700
91	Toilet Tissue-Jumbo Rolls Dispenser	each	1	\$ 19.14	19.14	Palmer	RD00026

ELLISON SANITARY SUPPLY COMPANY, INC.

P.O. BOX 370 106 NEVADA AVENUE

LAFOLLETTE, TN 37766



T3858XXH Black Liner	1.7 ml	100 per case	\$ 33.98
ET3858XH Black Liner	1.2 ml	100 per case	\$ 24.23
ET3339XH Black Liner	1.2 ml	100 per case	\$ 14.30
ET3036XH Black Liner	1.2 ml	250 per case	\$ 29.50
ET4046XH Black Liner	1.5 ml	100 per case	\$ 23.60
WSL2432XH White Liner	.8	500 per case	\$ 22.93
WSL3036XH White Liner	.8	200 per case	\$ 17.50
WSL3339XH White Liner	.8	150 per case	\$15.95
WSL4046XH White Liner	.8	100 per case	\$ 14.88
WSL3858XH White Liner	.8	100 per case	\$ 18.28
DTR3742 Orange Draw Tape Litter Bag		100 per case	\$ 41.00

Attachment 1
BID NUMBER: 2402 – Janitorial Supplies

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:

(Write "Yes" if received)

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

SECTION 2 - VENDOR INFORMATIONEllison Sanitary Supply

Vendor Name

106 Nevada Avenue

Vendor Address

LaFollette

City

Tennessee37766

State

Zip

Telephone Number 423-562-3312Jonathan Cox

Contact Person (Please Print)

jcox9347@gmail.com

E-Mail Address

Taxpayer Identification Number, Social Security or
Employer Identification Number:620758236

State of Tennessee Business License Number:

License # 0101180723

**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)

42	Buffing Pads - 20"	cs	5	\$	23.46	0.21312873	Prolink	Beige
43	Brooms. Janitorial - Straw	Each	1	\$	7.46	0.134048257	Prolink	Janitor
44	Brush , Auto	Each	1	\$	16.77	0.059630292	Better Brush	10" green
45	Carpet Rubber Mats. 3 x 6" 1/4" thick	Each	1	\$	39.25	0.025477707	Apache	
46	Dust Mop 3 X 24 snap-on	Each	1	\$	7.25	0.137931034	Better Brush	170124
47	Dust Mop 3 X 36 snap-on	Each	1	\$	8.90	0.112359551		170136
48	Dust Mop 3 X 48 snap-on	Each	1	\$	10.57	0.094607379	Carolina	9015
49	Dust Mop 3 X 72 snap-on	Each	1	\$	14.16	0.070621469		9017
50	Dust Mop Handle	Each	1	\$	9.50	0.105263158	Nextstep	96161
51	Blue Shop Towel /Wvoal X80l	Each	160	\$	37.91	4.22052229	KC	41041
52	Gloves, Latex/vinyl	Box of 100	100	\$	2.32	43.10344828	Emerald	All sizes
53	Mop Bucket - with ringer combo 12 quart	Each	1	\$	55.00	0.018181818	Impact	9y
54	Pads , Buffing Black - 20 inch	cs	5	\$	15.65	0.319488818	3m	20 black
55	Pads, Polishing White - 20 inch	cs	5	\$	15.65	0.319488818	3m	20 white
56	Pot Brushes	Each	1	\$	4.98	0.200803213	NextStep	96501
57	Spray Bottles, Generic with Nozzles	Each	1	\$	1.50	0.666666667	Better Brush	
58	Spray Buff	Gallon	4	\$	37.23	0.107440236	Prolink	Spraybuff
59	Stripping Pads - 17"	cs	5	\$	11.86	0.42158516	3m	17 black
60	14" x 20" Maroon Chemical Free Stripping Pads	cs	10	\$	77.62	0.128832775	3m	maroon
61	20" black stripping pad	cs	5	\$	15.65	0.319488818	3m	20 black
62	Tire Dressing Spray Cans	Quart				#DIV/0!		
63	Toilet Scrub Brushes	Each	1	\$	2.09	0.4784689	Next Step	96301
64	Wet Mop Handles. Wood 24 oz. Rayon	Each	1	\$	9.72	0.102880658		6508
65	Wet Mop Handles. Wood 32 oz. Rayon	Each	1	\$	9.72	0.102880658	6508	
66	Mop Handles, Fiberglass	Each	1	\$	11.27	0.088731145	Carolina	7240
67	Wet Mop Refl ls 24 oz. Rayon	Each	1	\$	7.23	0.138312586	Prolink	W6524
68	Wet Mop Refills 32 oz. Rayon	Each	1	\$	8.90	0.112359551		w6532
69	Household Broom	Each	1	\$	5.22	0.191570881	Prolink	
70	Car Wash Brush Handles	Each	1	\$	4.22	0.236966825	Nextstep	60" metal
71	4 gallon trash can with lid	Each				#DIV/0!		
72	4 gallon trash can without lid	Each	1	\$	8.52	0.117370892	Impact	7702
73	7 oallon trash can	Each				#DIV/0!		
74	10 gallon trash can	Each	1	\$	11.85	0.084388186	Impact	7703
75	13 gallon trash can	Each				#DIV/0!		
76	16 gallon trash can	Each	1	\$	19.18	0.052137643	Impact	7720
Paper & Plastic Items								
77	Cups 8 oz, Styrofoam	Box of 1000	1000	\$	34.80	28.73563218	Dart	8J8
78	Cups 16 oz, Styrofoam	Box of 1000	1000	\$	70.80	14.12429379	dart	16J16
79	Paper Towel-center pull (for dispenser)	Box of 6 rolls	6	\$	23.98	0.250208507	Empress	410823
80	Dis penser Roll Towels 8" x 800'	Each/white	6	\$	49.96	0.120096077	Prolink	RH814
81	Paper Towels. continuous roll	Box of 6 rolls	6	\$	25.16	0.238473768	Marcal	ENRP
82	Paper Towels. White Multifold	Box of 4000	4000	\$	26.96	148.3679525	Marcal	5301
83	Paper Towels, Roll Kitchen Towels	Box of 30 rolls	30	\$	24.58	1.220504475	Resolute	585
Vendors are to add lines for each ply of Trash Can Liners they offer for each size								
84	Trash Can Liners, 55 gal	Box of 100	100	\$	18.28	5.470459519	IBS	WSL3858
85	Trash Can Liners, 44 - 50 gal	Box of 250	250	\$	29.36	8.514986376	IBS	VALH4048
86	Trash Can Liners , Large 38" x 60", #17 mic	Box of 200	200	\$	27.60	7.246376812	IBS	VALH3858
87	Trash Can Liners, Small, 24"x 33"	Box of 1000	1000	\$	23.62	42.33700254	IBS	EC2433
88	Trash Can Liners, White, 31-33 gal	Box of 200	200	\$	15.95	12.53918495	IBS	WSL3340

89	Toilet Tissue - 2 ply	Box of 96 rolls/500	96	\$ 36.95	2.598105548	Resolute	#276
90	Toilet Tissue-Jumbo Rolls 1000	Box of 12 rolls	12	\$ 29.95	0.40066778	Resolute	#700
91	Toilet Tissue-Jumbo Rolls Dispenser	each	1	\$ 19.14	19.14	Palmer	RD00026

ELLISON SANITARY SUPPLY COMPANY, INC.

P.O. BOX 370 106 NEVADA AVENUE
LAFOLLETTE, TN 37766



T3858XXH Black Liner	1.7 ml	100 per case	\$ 33.98
ET3858XH Black Liner	1.2 ml	100 per case	\$ 24.23
ET3339XH Black Liner	1.2 ml	100 per case	\$ 14.30
ET3036XH Black Liner	1.2 ml	250 per case	\$ 29.50
ET4046XH Black Liner	1.5 ml	100 per case	\$ 23.60
WSL2432XH White Liner	.8	500 per case	\$ 22.93
WSL3036XH White Liner	.8	200 per case	\$ 17.50
WSL3339XH White Liner	.8	150 per case	\$15.95
WSL4046XH White Liner	.8	100 per case	\$ 14.88
WSL3858XH White Liner	.8	100 per case	\$ 18.28
DTR3742 Orange Draw Tape Litter Bag		100 per case	\$ 41.00

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.

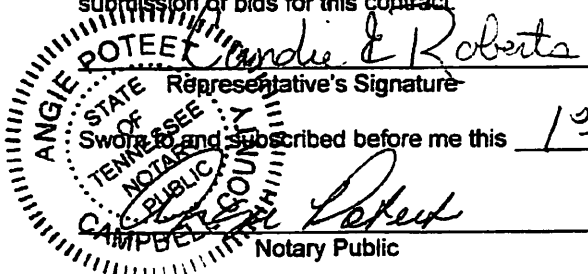
Non-Collusion AffidavitSTATE OF TennesseeCOUNTY OF Campbell

I state that I am (Title) Vice-President of (Name of My Firm) Ellison Sanitary Supply 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) Ellison Sanitary Supply, 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) Ellison Sanitary Supply 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.



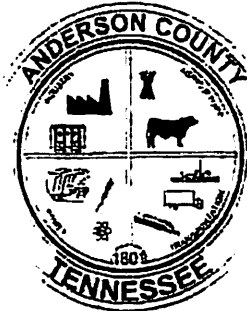
Representative's Signature

Sworn to and subscribed before me this 1st day of August, 2023.

Notary Public

My commission expires: 3/23/25

Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- 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.

Attachment 3

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: Ellison Sanitary Supply

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: Ellison Sanitary Supply

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: Candie E. Roberts OFFICER OF THE COMPANY

Name: Candie E. Roberts Title: Vice-President

NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee

COUNTY OF Campbell

ON 1st August, 2023 BEFORE ME, Angie Poter

PERSONALLY APPEARED Candie E. Roberts, 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.

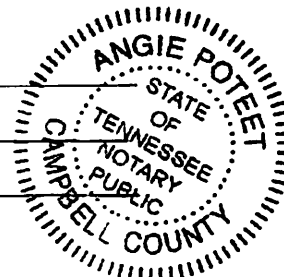
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Angie Poter

PRINTED FULL NAME OF NOTARY: Angie Poter

MY COMMISSION EXPIRES: 3/23/25

September 2023 Purchasing Committee





CERTIFICATE OF LIABILITY INSURANCE

24-0029 Exhibit 1
DATE (MM/DD/YYYY)
08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E.E. Hill and Son Insurance Agency 701 W Central Ave PO Box 1406 La Follette TN 37766	CONTACT NAME: Molly Starbird PHONE (A/C No. Ext): (423) 562-2112 FAX (A/C No.): (423) 566-2114 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Company INSURER B: SteadPoint Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Ellison Sanitary Supply Company, Inc. PO Box 370 La Follette TN 37766	NAIC #

COVERAGES

CERTIFICATE NUMBER: CL235900109

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BPP01053	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP01054	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XLP01055	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC044-0743160-2022A	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION EXCLUSION - GEORGE ELLISON & CANDIE ROBERTS

CERTIFICATE HOLDER

CANCELLATION

ANDERSON COUNTY GOVERNMENT 100 NORTH MAIN STREET CLINTON TN 37716	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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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. ☒ **Workers Compensation
Employers Liability** Statutory limits
100,000/100,000/500,000
2. ☒ **Commercial General Liability** \$500,000 per occurrence
\$1,000,000 aggregate
 - ☒ Occurrence Form Only
 - ☒ Include Premises Liability
 - ☒ Include Contractual
 - ☒ Include XCU
 - ☒ Include Products and Completed Operations
 - ☒ Include Personal Injury
 - ☒ Include Independent Contractors
 - ☒ Include Vendors Liability
 - ☒ Include Professional or E&O Liability
3. ☐ **Business Auto**
 - ☐ Include Garage Liability
 - ☐ Include Garage Keepers Liability
 - ☐ Copy of Valid Driver's License
 - ☐ Copy of Current Motor Vehicle Record
 - ☐ Copy of Current Auto Liability Declarations Page
4. ☐ **Crime Coverages**
 - ☐ Employee Dishonesty
 - ☐ Employee Dishonesty Bond
5. ☐ **Property Coverages**
 - ☐ Builders Risk
 - ☐ Inland Marine
 - ☐ Transportation
6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. **REQUIRED IF BID IS OVER \$100,000.**

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.

Ellison Sanitary Supply

Vendor Name

George Ellison

Bid Representative Name (Please Print)


Authorized Signature

8-02-23

Date

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.


 Contractor or Company Owner (signature)

8/02/23

Date

George Ellison Ellison Sanitary Supply
 Contractor or Company Name (print)

XX-XXXX

Attachment 6 Sample Contract for Goods

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and _____ (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 _____ for the County Per _____.

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: _____. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on _____ and shall end on _____ with renewal option of _____ terms if agreed upon by both parties.

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.

XX-XXXX

Attachment 6

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.

XX-XXXX

Attachment 6
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.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.


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.

Contractor/Supplier:



Signature

Date

George Ellison

Printed Name

President

Title

Ellison Sanitary Supply

Name of Company

106 Nevada Avenue Lafollette, TN
Address 37766

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

XX-XXXX

Law Director

Attachment 6
Sample Contract for Goods
Date

BACKGROUND CHECK COMPLIANCE FORM	
ANDERSON COUNTY GOVERNMENT PURCHASING DEPARTMENT 100 N. MAIN STREET, ROOM 214 or 218 CLINTON, TN 37716 (865) 457-6251 (865) 457-6252 (Fax)	
BID NUMBER	CONTRACT NUMBER
<p>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.</p> <p>Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:</p> <ol style="list-style-type: none"> (1) Provide a fingerprint sample (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations. <p>Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.</p>	
Company or Individuals (Name)	Address
Ellison Sanitary Supply	106 Nevada Avenue
City, State, Zip Code	Telephone Number
LaFollette, TN 37766	(423) 562-3312
Contractor License Number (If Applicable)	
<p>I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.</p>	
Signature <u>George Ellison</u>	Title <u>President</u>
Printed Name: <u>George Ellison</u>	Date <u>8/02/2023</u>
<small>(Please Print Clearly)</small>	<small>(Month, Day, Year)</small>
INTERNAL OFFICE USE ONLY	
Notes _____	

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to 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 is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

Email: purchasing@andersoncountyttn.gov
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone
(865) 457-6252 Fax

**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 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: Contracted vendors 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. Any 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 meets or exceeds 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 requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to 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 may consider multiple bid awards.

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 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 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 Committee, 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.

1.17 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 the bid requirements.

1.18 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.

1.19 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.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 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 with five (5) or more employees that will be providing construction services are to return the provided 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.

1.22 COMPETITION INTENDED: 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 no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 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.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts 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.

1.25 OSHA SAFETY: The Vendor 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.

1.26 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.

1.27 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.

1.28 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. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 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.

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

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. 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 of a contract, then that 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.

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

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

1.35 UNIT PRICE: 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.

1.36 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 shall 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.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences 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 considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry 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. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors 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.

1.41 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 Anderson County; 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](http://tennessee.gov/generalservices/article/Public-Information-library).

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.

Janitorial Supplies Contract

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Norvex Supply** (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 **Janitorial Supplies** for the County Per Bid #2402, Exhibit 1.

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 per Bid #2402. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on the date the contract is signed by the County's Finance Director and shall end on **June 30, 2025 with renewal option of three one-year terms if agreed upon by both parties.**

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.

Janitorial Supplies Contract

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.

Janitorial Supplies Contract

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.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

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.

Contractor/Supplier:

M. K. Norvell 8-17-23
Signature Date

Martin K. Norvell
Printed Name

Chief Operating Officer
Title

Norvex Supply
Name of Company

1807 Goodwin St.
Address

Cornbin, KY 40701
City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

08/31/23 Date
Approved as to Form
[Signature]
Law Director Date

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@andersoncountyttn.gov

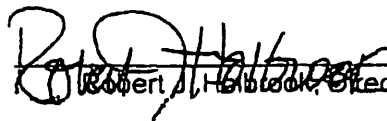
Bid No.: 2402

Date Issued: July 13, 2023

Bids will be received until
2:30 p.m. Eastern Time on August 2, 2023

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, Director of Finance

BID DESCRIPTION

Bid for Janitorial Supplies. Vendors are to provide one original and two copies. Bid envelopes must have the Bid # on the cover.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kajmeri@andersoncountyttn.gov

	Description	Unit Size Requirements	Amount in each Case	Price Per Case	Price Per Unit (Column D divided by E)	Brand Name	Item Number
	Chemicals						
1	AJAX S/E	21 oz.	24	\$28.94	0.829302004	AJAX	12-0030
2	Bathroom Cleaner RTU Acid Free	Quart	12	\$24.24	0.495049505	Solutions	12-0080
3	Bleach	Gallon	6	\$18.96	0.316455696	KIK Bleach	39-0205
4	Bowl Cleaner	Quart	12	\$30.48	0.393700787	Bowl Clinger	54-0260
5	Comet, Cleaner with Bleach Spray	Quart	8	\$61.92	0.129198966	Comet	12-0720
6	Degreaser Container, Tough Duty	Quart	12	\$27.36	0.438596491	Right Force	12-0560
7	Dishwashing Liquid	Gallon	4	\$20.80	0.192307692	Pink N Sink	66-2010
8	Disinfectant Concentrated	Gallon	4	\$29.40	0.136054422	Fresh D	18-0201
9	Disinfectant Pine Oil	Gallon	4	\$37.60	0.106382979	Pine D	18-0301
10	Disinfectant, Hospital Spray	12 oz. Can	12	\$29.20	0.410958904	Chase	18-1000
11	Dust Mop Treatment Oil 25% wax solid oil based	Gallon	4	\$49.36	0.081037277	Dust Magnet	24-0010
12	Floor Finish	Gallon	5	\$68.44	0.073056692	ABC	30-0325
13	Floor Sealer	Gallon	5	\$63.12	0.079214195	ABC	30-1705
14	Floor Stripper	Gallon	5	\$69.36	0.072087659	ABC	30-0455
15	Floor Wax	Gallon	5	\$68.44	0.073056692	ABC	30-0345
16	Germicidal Spray & Wipe	20 oz. Can	12	\$29.20	0.410958904	Chase	12-1045
17	Clean by Proxy	Gallon	4	\$39.40	0.101522843	Oxy Solve	12-1550
18	NABC Concentrate	2 Liters	4	\$74.32	0.053821313	ChemWorx	18-0280
19	HDQIC Disinfectant Cleaner Concentrate	2 Liters	4	\$98.32	0.040683483	ChemWorx	18-0256
20	Consume Eco Lyzer	2 Liters	4	\$86.82	0.046072334	ChemWorx	30-5400
21	Glass Cleaner	Gallon	4	\$24.96	0.16025641	Kleer View	12-1201
22	Glass Cleaner Spray Cans	12 oz. can	12	\$26.88	0.446428571	Chase	12-1222
23	Glass and Smooth Surface Cleaner Concentrate	Gallon	4	\$62.16	0.064350064	ABC	12-1226
24	Laundry Detergent Industrial Size	50 lb.	1	\$29.87	0.033478406	TheoChem	39-3540
25	Mop/Shine Disinfectant	Gallon	4	\$34.56	0.115740741	Solutions	18-0160
26	Car Wash Cleaner	5 gallons	1	\$45.70	0.021881838	Wash n Wax	00-0172
27	Odor Eliminator	Quart	12	\$37.08	0.323624595	Solutions	SP2200
28	Odor Killer	Gallon	4	\$69.36	0.057670127	Solutions	15-0620
29	Shower Cleaner	Gallon	4	\$29.92	0.13368984	Solutions	SP1866
30	Liquid Soap Dispenser w/wall mount	Each	1	\$0.00	#DIV/0!	Luxury	21-0552
31	Soap, Liquid Hand for Dispensers- 33 & Fluid oz.	Gallon	4	\$20.64	0.19379445	Luxury	66-4780
32	Soap, Foaming for Dispensers	Gallon	4	\$44.60	0.089686099	Kutol	66-3611
33	Soray Cleaner, Tough Duty	Quart	12	\$29.94	0.400801603	Solutions	12-1610
34	Virex TB Germicidal Cleaner	32 oz.	6	\$18.60	0.322580645	Complete TBX	18-2000
35	Stainless Steel Cleaner	12 oz.	12	\$31.36	0.382653061	Chase	12-1722
36	Tire Dressing Gal. Container	Gallon	4	\$89.12	0.044881303	Solutions	00-0020
37	Toilet Cleaner	Quart	12	\$29.64	0.4048583	Solutions	12-0080
38	Urinal Screens/Blocks	Box	12	\$29.86	0.401875419	U Screen	15-1800
39	Air Freshener Spray Cans	Can	12	\$30.48	0.393700787	Chase	15-0210
40	Air Fresheners - Time Dispensed Cans	Can	12	\$45.60	0.263157895	Fresh	15-0310

41	Air Fresheners Dispenser	Each	1	\$17.89	0.05589/149	Fresh	21-0510
	Miscellaneous Items						
42	Buffing Pads 20"	Each	5	\$18.95	0.263852243	NVX	30-9203
43	Brooms, Janitorial - Straw	Each	1	\$9.94	0.100603622	Paragon	30-0200
44	Brush, Auto	Each	1	\$13.92	0.07183908	Paragon	03-3410
45	Carpet Rubber Mats. 3 x 6" 1/4" thick	Each	1	\$39.87	0.025081515	Wearwell	63-3135
46	Dust Mop 3 X 24 snap-on	Each	1	\$6.40	0.15625	Paragon	24-0700
47	Dust Mop 3 X 36 snap-on	Each	1	\$8.38	0.119331742	Paragon	24-0900
48	Dust Mop 3 X 48 snap-on	Each	1	\$10.22	0.097847358	Paragon	24-1004
49	Dust Mop 3 X 72 snap-on	Each	1	\$16.94	0.059031877	Paragon	24-1410
50	Dust Mop Handle	Each	1	\$8.20	0.12195122	Paragon	33-1500
51	Blue Shop Towel /Wwoal X80l	Each	1	\$18.82	0.053134963	Task	51-3500
52	Gloves, Latex	Box of 100	10	\$45.80	0.218340611	Safety Zone	45-1580
53	Mop Bucket - with ringer combo 12 quart	Each	1	\$64.45	0.015515904	Paragon	27-2126
54	Pads, Buffing Black 20 inch	Each	5	\$18.95	0.263852243	NVX	30-9202
55	Pads, Polishing White 20 inch	Each	5	\$18.95	0.263852243	NVX	30-9203
56	Pot Brushes	Each	1	\$5.75	0.173913043	Paragon	03-3570
57	Spray Bottles, Generic with Nozzles	Each	1	\$0.95	1.818181818	Tolco	45-7040
58	Spray Buff	Gallon	4	\$35.40	0.11299435	Tolco	30-2161
59	Stripping Pads - 17"	Each	5	\$13.95	0.358422939	NVX	30-9171
60	14" x 20" Maroon Chemical Free Stripping Pads	Each	10	\$64.85	0.154202005	NVX	30-9530
61	20" black stripping pad	Each	5	\$18.95	0.263852243	NVX	30-9201
62	Tire Dressing Spray Cans	Quart	12	\$109.92	0.109170306	Chase	00-0300
63	Toilet Scrub Brushes	Each	1	\$12.36	0.080906149	Paragon	03-3343
64	Wet Mop Handles. Wood 24 oz. Rayon	Each	1	\$8.88	0.112612613	Paragon	33-1000
65	Wet Mop Handles. Wood 32 oz. Rayon	Each	1	\$8.88	0.112612613	Paragon	33-1000
66	Mop Handles, Fiberglass	Each	1	\$14.75	0.06779661	Paragon	33-1015
67	Wet Mop Refills 24 oz. Rayon	Each	1	\$5.10	0.196078431	Paragon	48-2724
68	Wet Mop Refills 32 oz. Rayon	Each	1	\$7.40	0.135135135	Paragon	48-2732
69	Household Broom	Each	1	\$5.94	0.168350168	Paragon	30-0030
70	Car Wash Brush Handles	Each	1	\$3.99	0.250626566	Paragon	03-3570
71	4 gallon trash can with lid	Each	1	\$21.16	0.047258979	Gator	60-7010
72	4 gallon trash can without lid	Each	1	\$5.22	0.191570881	Gator	60-7000
73	7 gallon trash can	Each	1	\$7.99	0.125156446	Gator	60-7005
74	10 gallon trash can	Each	1	\$10.24	0.09765625	Gator	60-7028
75	13 gallon trash can	Each	1	\$12.92	0.077399381	Gator	60-7052
76	16 gallon trash can	Each	1	\$39.99	0.025006252	Gator	60-7064
	Paper & Plastic Items						
77	Cups 8 oz. Styrofoam	Box of 1000	1000	\$35.42	28.23263693	Dart	51-0508
78	Cups 16 oz. Styrofoam	Box of 1000	1000	\$71.14	14.05678943	Dart	51-0516
79	Paper Towel center pull (for dispenser)	Box of 6 rolls	6	\$26.24	0.228658537	Morcon	51-0001
80	Dispenser Roll Towels 8" x 800'	Each	6	\$24.45	0.255863539	Morcon	51-1833
81	Paper Towels, continuous roll	Box of 6 rolls	6	\$29.46	0.203665988	Morcon	60-1822
82	Paper Towels, White Multifold	Box of 4000	4000	\$24.92	160.5136437	Morcon	51-1585
83	Paper Towels, Roll Kitchen Towels	Box of 30 rolls	30	\$75.15	1.192842942	Morcon	51-1360

Vendors are to add lines for each ply of Trash Can Liners they offer for each size							
84	Trash Can Liners, 55 gal	Box of 1000	150	\$31.96	4.693366708	National	60-2061
	Trash Can Liners, 55 gal 1.5mil SuperTuff	Box of 100	100	\$26.94	3.711952487	National	60-2045
	Trash Can Liners, 55 gal 2.0mil MaxxTuff	Box of 100	100	\$38.15	2.621231979	National	60-2058
85	Trash Can Liners, 44 - 50 gal	Box of 1000	250	\$24.32	10.27960526	National	60-0970
	Trash Can Liners, 44 - 50 gal 22mic	Box of 150	150	\$29.49	5.08646999	National	60-1001
	Trash Can Liners, 44 - 50 gal 1.5mil SuperTuff	Box of 100	100	\$24.30	4.115226337	National	60-1018
86	Trash Can Liners , Large 38" x 60", #17 mic	Box of 200	200	\$29.99	6.66888963	National	60-2055
87	Trash Can Liners, Small, 24"x 33"	Box of 1000	1000	\$25.98	38.49114704	National	60-0645
	Trash Can Liners, Small, 24"x 33" Tuff Rolls	Box of 500	500	\$35.46	14.10039481	National	60-0669R
88	Trash Can Liners, White, 31-33 gal	Box of 200	500	\$29.94	16.7000668	National	60-1057
	Trash Can Liners, 31-33 gal	Box of 250	250	\$36.72		National	60-1026
89	Toilet Tissue - 2 ply	Box of 96 rolls	96	\$37.45	2.563417891	Morcon	51-1080
90	Toilet Tissue-Jumbo Rolls 1000	Box of 12 rolls	12	\$25.45	0.47151277	Morcon	51-1662
91	Toilet Tissue Jumbo Rolls Dispenser	each	1	\$0.00	#DIV/0!	Morcon	21-1308

Attachment 1
BID NUMBER: 2402 – Janitorial Supplies

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Norvex Supply
 Vendor Name

1807 Georgia St.
 Vendor Address

Columbia
 City

SC 29204
 State Zip

Telephone Number 803 666 8711

John B. Smith
 Contact Person (Please Print)

E-Mail Address _____

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

610733038

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:

[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 AffidavitSTATE OF TNCOUNTY OF Campbell

I state that I am (Title) Gen. Mgr. of (Name of My Firm) Novus S.p. 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) Novus S.p., 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 of 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) Novus S.p. 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.

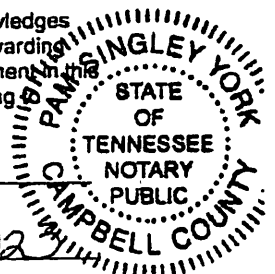
[Signature]
Representative's Signature

[Signature] R.
Title

Sworn to and subscribed before me this 31st day of July 2023

Pam Bingley York
Notary Public

My commission expires 03/07/2027



Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black (a person having origins in any of the black racial groups of Africa);
- b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c. 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
- d. 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 decisions. "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 decisions. "Operate" as used in the above clause, means being actively involved in the day-to-day management of the business.

Bid #2402 – Janitorial Supplies

Anderson County is seeking bids for janitorial supplies for the Board of Education and EMS Departments. The County anticipates issuing a two-year contract with options to renew for three one-year terms.

Prices are to be FOB destination, dockside delivery within five business days after receipt of an order. The awarded bidder must be able to receive electronic orders and be able to submit electronic invoices.

The price sheet is included as part of this pdf document. It is also posted as an excel document for the vendor's convenience. The County requests that the vendor use the excel document and retain a copy that can be emailed to the County AFTER the bids with a hard copy of the price sheet, are opened.

Attachment 3

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: Norvex Supply

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 51% Woman-owned (please indicate)

Please name the entity of certification: Commonwealth of KY

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: [Signature] OFFICER OF THE COMPANY

Name: John Blankenship Title: _____

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Campbell

ON July 31, 2023 BEFORE ME Pam Singley York

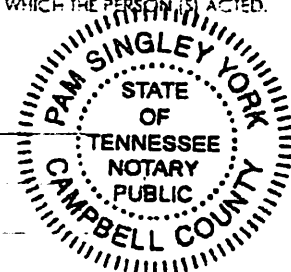
PERSONALLY APPEARED John Blankenship PERSONALLY KNOWN TO ME OR PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT 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: Pam Singley York

PRINTED FULL NAME OF NOTARY: Pam Singley York

MY COMMISSION EXPIRES: 03/07/2027



**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

 _____ 8-2-23 _____
 Contractor or Company Owner (Signature) Date

Neerex Supply / Martin K. Maxwell
 Contractor or Company Name (print)

XX-XXXX

Attachment 6
Sample Contract for Goods

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Norve X (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 Supplies for the County Per Bill no 2401.

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 net 21. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on August 11 and shall end on August 2024 with renewal option of 5 terms if agreed upon by both parties.

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.

XX-XXXX

Attachment 6
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 materials 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.

XX-XXXX

Attachment 6
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.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in the boycott of Israel.

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.

Contractor/Supplier:

[Signature] 8/2/23
Signature Date

John Blankenship
Printed Name

Regional Sales Mgr
Title

NOVA Supply
Name of Company

1000 ...
Address

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

_____ Date

Approved as to Form

XX-XXXX

Attachment 6
Sample Contract for Goods
Date

Law Director

Attachment 7

Rev. December 6, 2007

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT
100 N. MAIN STREET, ROOM 214 or 218
CLINTON, TN 37716
(865) 457-6251
(865) 457-6252 (Fax)

BID NUMBER Bid 2404 CONTRACT NUMBER _____

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

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 281 for fingerprint instructions.

Company or Individuals (Name)	Address
<u>Norvex Supply</u>	<u>1000 S. 10th St.</u>
City, State, Zip Code	Telephone Number
<u>Clinton, NY 41070</u>	<u>(865) 457-6251</u>
Contractor License Number (If Applicable)	

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413, and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature [Signature] Title Regional Manager

Printed Name: John Blankenship Date 10/26/23
(Please Print Clearly) Month Day Year

INTERNAL OFFICE USE ONLY

Notes _____

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to 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 is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716

Email: purchasing@andersoncountyttn.gov
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone
(865) 457-6252 Fax

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 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: Contracted vendors 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. Any 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 meets or exceeds 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 requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to 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 may consider multiple bid awards.

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 noted. 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 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 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 Committee, 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.

1.17 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 the bid requirements.

1.18 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.

1.19 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.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of the bids, including brochures; unless additional copies are requested in bid specifications.

1.21 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 with five (5) or more employees that will be providing construction services are to return the provided 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.

1.22 COMPETITION INTENDED: 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 no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 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.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts 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.

1.25 OSHA SAFETY: The Vendor 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.

1.26 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.

1.27 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.

1.28 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. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 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.

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

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. 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 of a contract, then that 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.

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

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

1.35 UNIT PRICE: 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.

1.36 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.



CERTIFICATE OF LIABILITY INSURANCE

24-0034 EXHIBIT A

DATE (MM/DD/YYYY)
08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E.E. Hill and Son Insurance Agency 701 W Central Ave PO Box 1406 La Follette TN 37766	CONTACT NAME: Molly Starbird PHONE (A/C, No. Ext): (423) 562-2112 FAX (A/C, No): (423) 566-2114 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Company INSURER B: SteadPoint Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Ellison Sanitary Supply Company, Inc. PO Box 370 La Follette TN 37766	

COVERAGES**CERTIFICATE NUMBER:** CL235800109**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISNR	INSRD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				BPP01053	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CCMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BAP01054	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				XLP01055	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	WC044-0743160-2022A	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION EXCLUSION - GEORGE ELLISON & CANDIE ROBERTS

CERTIFICATE HOLDER**CANCELLATION**

ANDERSON COUNTY GOVERNMENT 100 NORTH MAIN STREET CLINTON TN 37716	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

XX-XXXX

Attachment 6 Sample Contract for Services

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and _____ (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 _____ per Bid #XXXX, Exhibit 1

Standard of Performance. Contractor agrees to perform the services 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 services are rendered.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: Bid #XXXX. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be one year with four one-year renewal options. The contract shall start on the date of final signature.

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: 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.

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.

XX-XXXX

**Attachment 6
Sample Contract for Services**

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

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.

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: Vendors 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 Vendor and to Anderson County Government 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 Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

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.

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.


(B). (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.



Contractor or Company Owner (signature)

8/29/2023

Date

Ellison Sanitary Supply

Contractor or Company Name (print)

Gym Floor Maintenance Contract

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Ellison Sanitary Supply (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 Gym Floor Maintenance Services per **Bid #2403, Exhibit 1**

Standard of Performance. Contractor agrees to perform the services 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 services are rendered.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: **Bid #2403**. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be one year with four one-year renewal options if agreed upon by both parties. The contract shall start on the date of final signature.

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: 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.

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.

Gym Floor Maintenance Contract

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

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.

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: Vendors 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 Vendor and to Anderson County Government 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 Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

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.

Gym Floor Maintenance Contract

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

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.

Vendor/Supplier:

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director Date

Anderson County Government

ORIGINAL

Request for Bids

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

purchasing@andersoncountyttn.gov

Bid No.: 2403

Date Issued: August 8, 2023

**Bids will be received until
2:30 p.m. Eastern Time on August 29, 2023**

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, Director of Finance

BID DESCRIPTION
<p>Bid for Gym Floor Maintenance. Vendors are to provide one original and one copy. Bid envelopes must have the Bid # on the cover.</p> <p>Questions are to be emailed to purchasing@andersoncountyttn.gov and kaimeri@andersoncountyttn.gov</p>

Attachment 1
BID NUMBER: 2403 – Gym Floor Maintenance

SECTION 1 - BID INFORMATION

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

Addenda 1 yes Addenda 2 yes
Addenda 3 yes Addenda 4 yes

SECTION 2 - VENDOR INFORMATION

Ellison Sanitary Supply
Vendor Name

106 Nevada Avenue
Vendor Address

LaFollette
City

Tennessee 37766
State Zip

423-562-3312
Telephone Number

Jonathan Cox
Contact Person (Please Print)

jcox9347@gmail.com
E-Mail Address

62-0758236
Taxpayer Identification Number, Social Security or
Employer Identification Number:

0101180723
State of Tennessee Business License Number:
License #

62-0758236
Taxpayer Identification Number, Social Security or
Employer Identification Number:

62-0758236
Taxpayer Identification Number, Social Security or
Employer Identification Number:

0101180723
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 AffidavitSTATE OF TennesseeCOUNTY OF Campbell

I state that I am (Title) Jonathan Co of (Name of My Firm) Ellison Supply Co
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) Ellison Supply Co, 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 of 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) Ellison Supply Co 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.

[Signature]
Representative's Signature

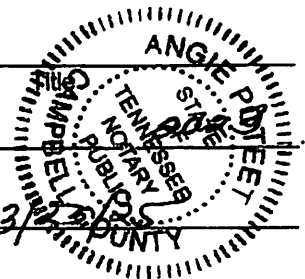
COO

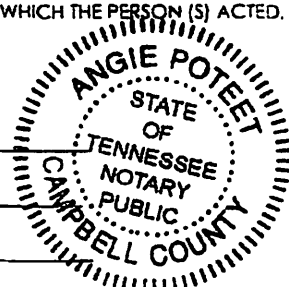
Sworn to and subscribed before me this 29th day of August

[Signature]
Notary Public

My commission expires: 3/22/2025

September 2023 Purchasing Committee





Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- 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.

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. ☒ **Workers Compensation
Employers Liability** Statutory limits
100,000/100,000/500,000
2. ☒ **Commercial General Liability** \$500,000 per occurrence
\$1,000,000 aggregate
 - ☒ Occurrence Form Only
 - ☒ Include Premises Liability
 - ☒ Include Contractual
 - ☒ Include XCU
 - ☒ Include Products and Completed Operations
 - ☒ Include Personal Injury
 - ☒ Include Independent Contractors
 - ☒ Include Vendors Liability
 - ☒ Include Professional or E&O Liability
3. ☐ **Business Auto**
 - ☐ Include Garage Liability
 - ☐ Include Garage Keepers Liability
 - ☐ Copy of Valid Driver's License
 - ☐ Copy of Current Motor Vehicle Record
 - ☐ Copy of Current Auto Liability Declarations Page
4. ☐ **Crime Coverages**
 - ☐ Employee Dishonesty
 - ☐ Employee Dishonesty Bond
5. ☐ **Property Coverages**
 - ☐ Builders Risk
 - ☐ Inland Marine
 - ☐ Transportation
6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. **REQUIRED IF BID IS OVER \$100,000.**

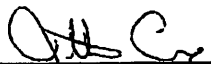
Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII 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.

Ellison Sanitary Supply
Vendor Name

Jonathan Cox
Bid Representative Name (Please Print)


Authorized Signature

8/29/23
Date

opening. The changes or withdrawal of the bids shall 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.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences 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 considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry 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. Addenda may change specifications, reply sheets and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors 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.

1.41 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 Anderson County; 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

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in the boycott of Israel.

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT
100 N. MAIN STREET, ROOM 214 or 218
CLINTON, TN 37716
(865) 457-6251
(865) 457-6252 (Fax)

BID NUMBER 2403

CONTRACT NUMBER

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

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Ellison Supply Co. / Jonathan Cox

Address

106 Nevada Ave

City, State, Zip Code

Lafayette TN 37766

Telephone Number

(423) 562-3312

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature

[Signature]

Title

COO

Printed Name:

Jonathan Cox

Date

08, 29, 2023

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

Bid #2403
Gym Floors Maintenance

Anderson County, TN is seeking bids for screening and refinishing gym floors, to include a minimum of two coats of finish on each gym floor. Vendors are to give prices for both oil modified and water based finishes. Anderson County School will determine which finish goes on each gym floor. The successful bidder will be required to complete work during one of the school systems scheduled breaks, either during fall, spring or Christmas break. It is the responsibility of the vendors to visit each school to obtain the gym floor measurements needed to complete their bid. Visiting vendors must check in at each school office before proceeding to the gym. The County anticipates issuing a one-year contract with four one-year renewal options.

	<u>OIL MODIFIED FINISH</u>	<u>WATER BASED FINISH</u>
Anderson County High School	\$ <u>2,900.00</u>	\$ <u>3,300.00</u>
Claxton Elementary	\$ <u>2,100.00</u>	\$ <u>2,500.00</u>
Clinton High School	\$ <u>2,900.00</u>	\$ <u>3,300.00</u>
Clinton Middle	\$ <u>2,700.00</u>	\$ <u>3,100.00</u>
Norwood Elementary	\$ <u>1,600.00</u>	\$ <u>1,950.00</u>
Norwood Middle	\$ <u>2,100.00</u>	\$ <u>2,500.00</u>
Lake City Elementary	\$ <u>2,000.00</u>	\$ <u>2,450.00</u>
Lake City Middle School	\$ <u>2,300.00</u>	\$ <u>2,790.00</u>
Norris Middle	\$ <u>2,300.00</u>	\$ <u>2,790.00</u>
TOTAL	\$ <u>20,900.00</u>	\$ <u>24,680.00</u>

In the event of a math error, unit prices will prevail.

24- 0036

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

ANDERSON COUNTY GOVERNMENT HEALTH DEPT

626000470

Sold-To: Address

710 N MAIN ST, CLINTON, TN, 37716-3143, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Phyllis Goodman

(865) 425-8709

0012007177

Bill-To: Address

710 N MAIN ST, CLINTON, TN, 37716-3143, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Phyllis Goodman

(865) 425-8709

0012007177

phyllis.goodman@tn.gov

Ship-To: Address

710 N MAIN ST, CLINTON, TN, 37716-3143, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Phyllis Goodman

(865) 425-8709

0012007177

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SP360ADDON	SendPro 360 Add-on
1	HS9E	SendPro Desktop Sendkit
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro 360 Add-on)
1	SPMAILSTATION	SendPro Mailstation
1	DM1RKL	Return Kit for DM100/125 - Large
	F80I	Basic Installation and Training
1	F8PG2	PowerGuard LE Service Package
1	HZ00	SendPro Mailstation with 5lb Scale
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTKQ	SendPro Mailstation Stamps 50 Users

24-0036

1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)
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Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 63.53	\$ 190.59

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pinney+bowa&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808: 79240

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pinney Bowes Signature

Print Name

Title

Date

Sales Information

Scottie Domenico

scottie.domenico@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Knoxville
P.O. Box 24613
Knoxville, TN 37933
Phone: 865-546-5011
Fax: 865-671-3655



CONTRACT # 4297330

24-0037 Date: 9/7/2023
New/Renewal: NEW
Account Executive: Julie Wilkerson
Phone: 865-546-5011

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	304636-1
Name	ANDERSON COUNTY GOVERNMENT
Address	210 SOUTH CHARLES G SEIVERS BLVD
City/State/Zip	CLINTON, TN 37716
Contact	STEPHANIE WELLS
Email Address	stephanie@adventureanderson.com
Phone #	(865) 457-4547
Fax #	
P.O./ Reference #	
Advertiser/Product	ANDERSON COUNTY TOURISM COUNCIL
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	037 Knoxville, TN	Production & Install of 14x48 vinyl on panel #12552	Design:AC Tourism	01/22/24	1	\$1,300.00	\$1,300.00
Total Production/Other Services Costs:							\$1,300.00

Space										
# of Panels: 1								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
12552 208318	037-KNOXVILLE, TN	I-75 .74MI S/O RACCOON VALLEY RD EXIT 117 WS FS	Yes	Perm Bulletin	14' 0" x 48' 0"		02/05/24-02/02/25	13	\$1,200.00	\$15,600.00
Total Space Costs:										\$15,600.00
Total Costs:										\$16,900.00

Special Considerations: Start date is flexible depending on completion of vegetation cut

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the General Manager

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	ANDERSON COUNTY GOVERNMENT
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Julie Wilkerson

GENERAL MANAGER

DATE



September 2023 Purchasing Committee

Knoxville
P. O. Box 24613
Knoxville, TN 37933
Phone: 865-546-5011
Fax: 865-671-3655



CONTRACT # 4297330

24-0037 Date: 9/7/2023
New/Renewal: NEW
Account Executive: Julie Wilkerson
Phone: 865-546-5011

STANDARD CONDITIONS

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.



September 2023 Purchasing Committee

Knoxville
P.O. Box 24613
Knoxville, TN 37933
Phone: 865-546-5011
Fax: 865-871-3655




CONTRACT # 4297330

Invoice Schedule

24-0037 Date: 9/7/2023
New/Renewal: NEW
Account Executive: Julie Wilkerson
Phone: 865-546-5011

Year	Invoice Date	Service Period	Total Investment
2024	01/22/2024	01/22	\$1,300.00
	02/05/2024	02/05-03/03	\$1,200.00
	03/04/2024	03/04-03/31	\$1,200.00
	04/01/2024	04/01-04/28	\$1,200.00
	04/29/2024	04/29-05/26	\$1,200.00
	05/27/2024	05/27-06/23	\$1,200.00
	06/24/2024	06/24-07/21	\$1,200.00
	07/22/2024	07/22-08/18	\$1,200.00
	08/19/2024	08/19-09/15	\$1,200.00
	09/16/2024	09/16-10/13	\$1,200.00
	10/14/2024	10/14-11/10	\$1,200.00
	11/11/2024	11/11-12/08	\$1,200.00
	12/09/2024	12/09-01/05	\$1,200.00
2025	01/06/2025	01/06-02/02	\$1,200.00
			\$16,900.00

* Custom Invoicing Date

 GRANT AMENDMENT					
Agency Tracking # 33004-09221		Edison ID PO 14049		Contract # PO 14049	
Amendment # 1					Edison Vendor ID 4145
Contractor Legal Entity Name Anderson County					
Amendment Purpose & Effect(s) End date extension. Grant Contract Section B.1. is deleted in its entirety and replaced with the new grant contract section B.1. Scope Change. - CDBG					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: 10/14/2024	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		\$523,207.00			\$523,207.00
TOTAL:		\$523,207.00			\$523,207.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					CPO USE
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 1
OF GRANT CONTRACT 14049**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, **DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT**, hereinafter referred to as the "State" and **ANDERSON COUNTY** hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section B.1. is deleted in its entirety and replaced with the new grant contract section B.1.
 - B.1. This Grant Contract shall be effective for the period beginning on October 15, 2020 ("Effective Date") and ending on October 14, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
2. Grant Contract Scope is deleted in its entirety and replaced with the new grant contract Scope.
 - a. The Grantee shall utilize grant funds to extend water lines to connect a minimum of 66 households, 58 of which are low and moderate income as defined in 24 CFR 570.3, along Buchanan Lane, Savage Garden Road, Foust Lane, Judson Road and Hinds Creek Road to the Anderson County Water Authority system and the Hallsdale-Powell Utility System

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective October 15, 2023. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY:

GRANTEE SIGNATURE

DATE


THE HONORABLE TERRY FRANK, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER

DATE

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 15, 2020		End Date October 14, 2023		Agency Tracking # 33004-09221	
Grantee Legal Entity Name Anderson County					Edison ID 4145
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # 14.228 Grantee's fiscal year end 6/30			
Service Caption (one line only) Community Development Block Grant Program (Rural Development) - Water Line Improvements					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020		\$523,207.00			\$523,207.00
TOTAL:		\$523,207.00			\$523,207.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection <div style="float: right; text-align: right;"> Grantees under the Community Development Block Grant Program are selected based upon the criteria set forth in the Delegated Grant Authority for this program. </div>					
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)					
Account Code (optional)					

APPROVED AS TO LEGAL FORM

N. Jay Yeager

Anderson County Law Director September 2023 Purchasing Committee

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
ANDERSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County, hereinafter referred to as the "Grantee," is for the provision of improvements under the Community Development Block Grant program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall utilize funds for the following improvements:

- | | |
|--|---|
| <input type="checkbox"/> Sewer System Improvements | <input type="checkbox"/> Water System Improvements |
| <input type="checkbox"/> Sewer Line Extension | <input checked="" type="checkbox"/> Water Line Improvements |
| <input type="checkbox"/> Housing Rehabilitations | <input type="checkbox"/> Community Livability Projects |

A more detailed Scope is contained in Attachment A.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

A.3. Statement of Assurances - CDBG. The Grantee agrees to comply with the CDBG Statement of Assurances, attached to this Grant Contract as Attachment E and incorporated herein by reference, and with the State's CDBG Manual for Community Development Block Grant projects for the program year which can be found at <https://www.tn.gov/ecd/community-development-block-grant/cdbg.html>.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on October 15, 2020 ("Effective Date") and ending on October 14, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twenty-four (24) months ~~each~~ by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Twenty Three Thousand Two Hundred Seven Dollars and No Cents (\$523,207.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as

Attachment B is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Economic and Community Development, Community Development Block Grant Program.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax)
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date
 - iii. The total amount reimbursed under the Grant Contract to date
 - iv. The total amount requested (all line-items) for the Invoice Period
- b. The Grantee understands and agrees to all of the following
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may request in writing a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The Grantee's request must provide full details in support of the request. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund

the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8 Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9 Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11 Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kent Archer, CDBG Director
 Department of Economic and Community Development
 312 Rosa L. Parks Ave., 27th Floor
 Nashville, Tennessee 37243
 Kent.Archer@tn.gov
 Telephone # 615-354-3591

The Grantee:

The Honorable Terry Frank, Mayor
 Anderson County
 Anderson County Courthouse
 100 Main Street
 Clinton, Tennessee 37716
 tfrank@andersontn.org
 (865) 457-6200
 mloomis@etdd.org

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **Reserved.**
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E 2 **Federal Funding Accountability and Transparency Act (FFATA).**

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective

- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

ANDERSON COUNTY:

GRANTEE SIGNATURE

DATE

THE HONORABLE TERRY FRANK, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

ROBERT O. ROLFE, COMMISSIONER

DATE

[Signature]
Interim Finance Director 11/17/2020

APPROVED AS TO LEGAL FORM

Approved by Commission

[Signature]
N. Jay Yeager
Anderson County Law Director

11/16/2020 13
Date

September 2023 Purchasing Committee

ATTACHMENT A

SCOPE OF SERVICES
Community: Anderson County
Contact Person/Email: Terry Frank, Mayor, (865) 457-6200
Complete Description of Scope of Services: The Grantee shall utilize grant funds to extend water lines to connect a minimum of 71 households, 65 of which are low and moderate income as defined in 24 CFR 570.3, along Buchanan Lane, Savage Garden Road, Foust lane, Collins Gap Road, Judson Road and Hinds Creek Road to the Anderson County water system.

ATTACHMENT B

GRANT BUDGET			
GRANT CONTRACT #:			
GRANTEE:			
GRANTEE CONTACT:			
PROGRAM AREA:			
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period: BEGIN: October 15, 2020 END: October 14, 2023			
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
Construction	\$389,448.00	\$79,767.00	\$469,215.00
Construction Inspection	\$26,543.00	\$5,457.00	\$32,100.00
Engineering Design	\$27,602.00	\$5,654.00	\$33,256.00
Engineering (other than design) ²	\$12,083.00	\$2,475.00	\$14,558.00
Legal Services	\$0.00	\$0.00	\$0.00
Appraisals	\$0.00	\$0.00	\$0.00
Acquisition of Real Property	\$0.00	\$0.00	\$0.00
Relocation (payments and assistance to persons, businesses, non-profit organizations, including movement to other temporary or permanent sites)	\$0.00	\$0.00	\$0.00
Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)	\$0.00	\$0.00	\$0.00
Housing Inspection	\$0.00	\$0.00	\$0.00
Clearance and Demolition	\$0.00	\$0.00	\$0.00
Grant/Project Administration	\$21,788.00	\$4,462.00	\$26,250.00
Tap Fees (for "low and moderate income" beneficiaries)	\$0.00	\$0.00	\$0.00
Environmental Review	\$1,660.00	\$340.00	\$2,000.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$5,561.00	\$1,139.00	\$6,700.00
Other Professional Fees ²	\$0.00	\$0.00	\$0.00
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$38,422.00	\$7,869.00	\$46,291.00
GRAND TOTAL	\$523,207.00	\$107,163.00	\$630,370.00

¹ Each expense object line item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A (posted on the Internet at: <http://www.state.tx.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line item is funded.

ATTACHMENT B**GRANT BUDGET LINE-ITEM DETAIL:**

OTHER PROFESSIONAL FEES	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Newspaper and Fair housing notices, TDEC Review Fees, Stormwater Pollution Prevention Plan	\$6,700.00
TOTAL	\$6,700.00

CAPITAL PURCHASE	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

ENGINEERING (OTHER THAN DESIGN)	AMOUNT
Surveying	\$14,558.00
TOTAL	\$14,558.00

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Anderson County a parent? Yes ☐ No ☒

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Anderson County a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Mrs. Terry Frank, County Mayor

Address: 100 N. MAIN ST. Rm 208, Clinton, TN 37716

Phone number: (865) 457-6200

Email address: tfrank@andersontn.org

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Anderson County
Subrecipient's DUNS number	749016120
Federal Award Identification Number (FAIN)	
Federal award date	July 14, 2020
CFDA number and name	14.228
Grant contract's begin date	October 15, 2020
Grant contract's end date	October 14, 2023
Amount of federal funds obligated by this grant contract	\$523,207.00
Total amount of federal funds obligated to the subrecipient	\$523,207.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$523,207.00
Name of federal awarding agency	HUD
Name and contact information for the federal awarding official	Erik Hoglund 710 Locust Street SW Suite 300 Knoxville, TN 37902
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT E**TENNESSEE COMMUNITY DEVELOPMENT BLOCK GRANT
STATEMENT OF ASSURANCES**

The applicant hereby assures and certifies that:

(a) Authority.

- (1) It possesses legal authority to apply for the grant and to execute the proposed program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(b) Office of Management and Budget ("OMB").

- (1) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200, which supersedes OMB Circulars Number A-87, A-102, and A-133. Revised.
- (2) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(c) Labor and Employment.

It will comply with:

- (1) Section 110 of the Housing and Community Development Act of 1974 (HCDA), as amended, 24 CFR § 570.603, 29 CFR Parts 1, 3, 5, and 7;
- (2) State laws and regulations regarding the administration and enforcement of labor standards including, but not limited to, the Tennessee Lawful Employment Act (See Tenn. Code Ann. § 50-1-707).
- (3) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 with respect to prevailing wage rates (except for projects for the rehabilitation of fewer than eight units).
- (4) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3701-3708) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week, and
- (5) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

- (6) Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government. It will include Section 3 information in all subcontracts.
 - (7) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship.
 - (8) It will comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. Section 109 of the HCDA remains applicable.
- (d) Fair Housing and Non-Discrimination.
- It will comply with:
- (1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;
 - (2) It will conduct and administer its program in conformance with Title VIII, and affirmatively further fair housing;
 - (3) Fair Housing Amendments Act of 1988 (FHAA), as amended, administering all program and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (4) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development are administered in a manner affirmatively to further the goals of the FHAA;
 - (5) Section 109 of the HCDA, as amended, and the regulations issued pursuant thereto (24 CFR § 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with federal financial assistance provided under the HCDA. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified individuals with

disabilities as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;

- (6) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance; and
- (7) Other applicable civil rights laws, including Section 104(b) of Title I of the HCDA, as amended, and the Americans with Disabilities Act of 1990.
- (8) It will affirmatively further fair housing and assist the State in the implementation of the recommendations in the Analysis of Impediments to Fair Housing Choice and/or the Assessment of Fair Housing to fulfill the requirements of the Affirmatively Furthering Fair Housing Rule.

(e) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

It will:

- (1) To the greatest extent practical under State law, comply with 42 U.S.C. §§ 4651--4655 of Subchapter III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with HUD implementing instructions at 24 CFR Part 42; and
- (2) Comply with 42 U.S.C. §§ 4621--4638 of Subchapter II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, HUD implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b) and (d), Section 104(d) of the HCDA;
- (3) Provide relocation payments and offer relocation assistance as described in 42 U.S.C. § 4622 to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair, consistent, and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, handicapped, or familial status;
- (4) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, handicapped, or familial status; and
- (5) Inform affected persons of the relocation assistance, policies, and procedures set forth in the regulations at 24 CFR Part 42

(f) Conflicts and Kickbacks

- (1) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (2) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities
- (3) It will comply with the following provisions, which limit the political activity of employees: 18 U.S.C. §§ 594, 595, 598, 600, 601, 604, 605

(g) Environmental.

- (1) Its chief executive officer or other officer of applicant approved by the State:
 - (i) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, as amended, (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which furthers the purposes of NEPA, insofar as the provisions of such Federal law apply to the Tennessee Community Development Block Grant Program;
 - (ii) Is authorized and consents on behalf of the applicant and him or herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as such an official.
- (2) It will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (3) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (4) It will, in connection with its performance of environmental assessments under the NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108) and Executive Order 11593 by:
 - (i) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR § 800.8) by the proposed activity; and
 - (ii) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (5) It will comply with environmental requirements including:
 - (i) The NEPA, as amended (42 U.S.C. § 4321 *et seq.*) and 24 CFR Part 58;
 - (ii) Executive Order 11988, Floodplain Management;
 - (iii) Executive Order 11990, Protection of Wetlands;
 - (iv) The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
 - (v) The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. § 661 *et seq.*);
 - (vi) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
 - (vii) The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*);
 - (viii) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4831(b));
 - (ix) The Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*);

- (x) The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. § 1251 *et seq.*);
- (xi) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); and
- (xii) EPA regulations codified at 40 CFR Part 50, as amended.

(h) Byrd Anti-Lobbying Amendment.

It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

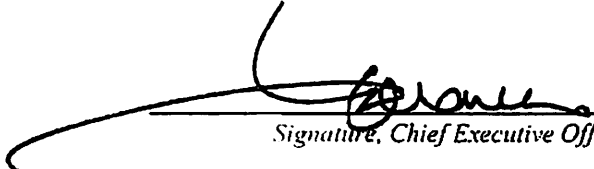
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(i) Miscellaneous.

- (1) It will provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a)(2) of the HCDA), as amended;
- (2) It will comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 which requires (1) initial disclosure reports from applicants for Community Development Block Grant (CDBG) assistance and (2) update reports from recipients of CDBG assistance.
- (3) It will not use assessments or fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner occupants

- (4) It will comply with the Armstrong/Walker "Excessive Force" Amendment (P.L. 101-144) found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act of 1990, whereby the unit of general local government will be required to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil demonstrations.
- (5) It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- (6) It will give the State, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
- (7) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will have sufficient funds available to meet the non Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- (9) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.
- (10) It will comply with all parts of Title I of the HCDA, as amended, which have not been cited previously as well as with the requirements of Title 24 of the Code of Federal Regulations, Part 570 and Part 85, and other applicable Federal, State, and local laws, regulations, and policies governing the funds under this contract.

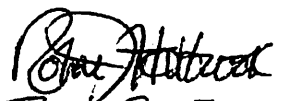
The applicant hereby certifies that it will comply with the above stated assurances.


Signature, Chief Executive Officer

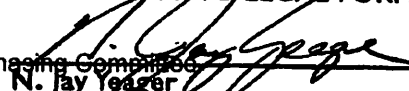
Terry Frank
Name (typed or printed)


County Mayor
Title

11/17/2020
Date


Interim Finance Director
11/17/2020

APPROVED ASTO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

 GRANT AMENDMENT					
Agency Tracking # 33004-09221		Edison ID PO 14049		Contract # PO 14049	
				Amendment # 1	
Contractor Legal Entity Name Anderson County					Edison Vendor ID 4145
Amendment Purpose & Effect(s) End date extension. Grant Contract Section B.1. is deleted in its entirety and replaced with the new grant contract section B.1. Scope Change. - CDBG					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: 10/14/2024	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		\$523,207.00			\$523,207.00
TOTAL:		\$523,207.00			\$523,207.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					CPO USE
Speed Chart (optional)		Account Code (optional)			